

*12*  
**C L E R K S**

*12*  
**G U I D E**

**O R,**

**An Exact Collection of**

choice English Prefidents accord-  
ing to the best forms now used.

For all sorts of Indentures, Letters  
of Attorney, Releases, Conditions, &c.

Very useful and necessary for all, but  
chiefly for those that intend to follow  
the Attorney's Practice.

Compiled by Sir R. H. Counsellor: And  
revised by an able Practitioner.

---

*The ninth Impression.*

---

**L O N D O N**, Printed by Edward Moxon, for  
Humphrey Tuckey, and are to be sold as above  
at the Black-spread-Eagle in Fleet-Street  
ver against St. Dunstons Church.





by Sir Richard Hutton

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CLERKS

GUIDE

O R,

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*The ninth Impression.*

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L O N D O N, Printed by Edward Motesford; for  
Humphrey Tuckey, and are to be sold as a Shop  
at the Black-spread-Eagle in Fleet-Street,  
ver against St. Dunstons Church.

required for W. & H. Magill  
 Edward Smith field to  
 John! Lawd no 1 door  
 to 1st floor of 1st  
 floor



for all sorts of  
 and necessary for all  
 and necessary for all

and necessary for all  
 and necessary for all  
 and necessary for all

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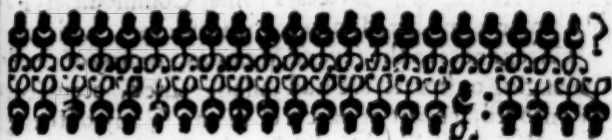
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*An Indenture of an Annuity,*

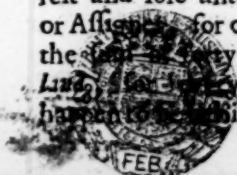


His Indenture made the twentieth day of, &c. in the, &c. between I. S. of *Shipston*, in the County of *Tork* Esq; of the one part, & C. P. of *London* Esq; of the other part, witnesseth, That the said I. S. for and in consideration of the sum of, &c. to him before the enfealing and delivery of these presents, well and truly contented & paid, whereof & wherewith, he the said I. S. doth acknowledge & confess himself to be fully satisfied and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said C. P. his Heirs executors and administrators and every of them for ever by these presents: Hath given granted, and confirmed, and by these presents doth give, *Grant*, grant and confirm, for him and his Heirs, unto the said C. P. his Executors and Assignes, One Annuity of yearly Rent-charge of two hundred pounds of lawful money of *England*, to be issuing and going out of all those the Mannors and Lordships of *Stanton*, &c. with all and singular their Right, Members and Appurtenances, in the said County of *Tork*, and out of all and singular the Mesluages, Cottages, Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Moors, Marshes,

Rents, Reversions, Services, Profits, Commodities, Emoluments and hereditaments whatsoever, with the appurtenances to the several Mannors, or any of them belonging or heretofore had, used reputed, occupied, or enjoyed, as part or parcel of them, or any of them; And also out of all other the Lands, Tenements, and Hereditaments of the said I. S. within the said County of York; To have and to hold, perceive, receive, and take the said Annuity or yearly rent-charge of, &c. unto the said C. P. his Executors and Assigns, from the day of the date of these presents, for and during the full term and time of forty years now next ensuing, and fully to be compleat and ended, if the said C. P. and R. P. Esq; Nephew to the said C. P. or either of them, shall so long live; To be paid at four most usual Feasts or Terms in the year, that is to say, the Feast of, &c. by even and equal portions, At or in the Church-porch of the Parish

*A Covenant to* Church of, &c. And the said I. S. for *pay 2 l. for e-* himself, his Heirs, Executors, Ad-  
*very day after* ministrators and Assigns, and for  
*default in pay-* every of them, doth covenant, pro-  
*ment of the* mise and grant, to and with the said  
*Rents, and to re-* C. P. his Heirs and Assigns, that  
*enter.* if it shall happen the said yearly

Rent of, &c. to be behind and unpaid, in part or in all, over or after any of the said Feast-dayes, in which the said ought to be paid, being lawfully demanded, according to the true intent and meaning of these presents. That then he the said I. S. his Heirs and Assigns, shall and will not only forfeit and lose unto the said C. P. his Executors or Assigns, for or in the name of a pain and penalty, the sum of every shillings of lawful money of Eng-  
*Land* day the said yearly Rent shall  
be behind and unpaid, in part or in all,  
over



over or after any of the said Feast-days, wherein the same ought to be paid, as before is mentioned: But also that it shall and may be lawfull to and for the said C. P. his Executors and assignes, and to and for every of them, from time to time, from and after every of the said Feast-dayes, wherein the said yearly Rent, or any part thereof should or ought to be paid, as before is mentioned, into all and singular the said Mannors, and into every of them, and into all other the Lands, Tenements and Hereditaments to the said Mannors or any of them belonging, and into all other the premises, with all and singular their appurtenances, and into every or any part or parcel thereof, at his or their, or any of their free wills or pleasures, to enter and distrain, as well for the said yearly Rents, as for the said summe or summes of money, which shall or may happen to become forfeited or lost, for or in the name of a pain, as is aforesaid; and for the arrearages of them, and either of them, if any shall happen to be, and the distresse and distresses then and there found, to lead, drive, take and carry away, and the same to detain and keep, untill the said C. P. his Executors, or Assignes, shall be fully satisfied, contented and paid. And the said I. S. for himself, his Executors, &c. doth Covenant and grant to and with the said C. P. his Executors, &c. that he the said I. S. at the time of the enfealing *Covenant that* and delivery of these present Indentures, *he is seized in* is solely, rightfully and absolutely sei- *Fee, and hath* zed in his Demeasn, as of Fee-simple, *power to charge* to his own proper use and behoof, *the premises* without any manner of condition or *with the An-* limitation of any use or uses, to alter, *nuit.* change or determine the same, of and in the said Mannors, Messuages, Lands, Tenements, Hereditaments, and all other the premises above named.

with their appurtenances , and of every part and parcel thereof : and that he now hath full power and lawfull authority , to charge all and singular the same Premises , with the appurtenances, and every part thereof, to & with the said Annuity or yearly rent, &c. in manner and form above declared; and also that the said Mannors, Messuages, Lands, Tenements, and all other the premises , now are, and so from time to time and at all times , for and during the said term of forty years ( if the said R. and C. or either of them, shall so long live ) shall and may remain & continue liable, sufficient and avert to and for distresse ; and distresses of the said A. and of his Executors or Assigns, as the case in that behalf shall require , for and concerning the said yearly rent , and other the premises, and every part thereof ; And the said I. S. for himself, &c. That he the said I. S. his Executors and Assigns, shall and will from time to time , and at all times hereafter , for and during the space of 5 years next ensuing the date hereof , at the reasonable request of the said C. P. his Exec. and Assigns, or any of them, at his or their, or any of their proper costs and charges in Law, do, make, knowledge, and suffer, or cause and procure to be done, made, knowledged and suffered , all and every such further reasonable and lawful act and acts, thing and things, device and devices in the law whatsoever, for the further, more better & perfect assurance surety and sure making of the said annuity or yearly rent-charge of, &c. to the said C. P. his executors and assigns, for and during the said term of forty years, if the said C. and R. do so long live, according to the true intent and meaning of these presents, as by the said C. P. his executors, administrators, or assigns, or by any of them , or by any of their council learned in the Laws, shall be reasonably devised , advised or required. In witness whereof, the parties aforesaid to these present  
In-



Indentures, have not only interchangeably set their &c. but also the said I. S. hath given and delivered n<sup>o</sup> to the said C. P. ten shill. current English money, in the name of seisin of the aforesaid Annuity or yearly rent-charge of, &c. before mentioned. Dated the day and year above written.

*An Indenture of Lease with extraordinary Covenants.*

**T**His Indenture made, &c. between C. B. of, &c. of the one part, and I. S. of *Stretton* in the County of, &c. VVitnesseth, that the said C. B. for and in consideration of, &c. hath demised, granted, set, and to Farm-let, and by these presents doth, &c. unto the said I. S. all that his Messuage or Tenement, set, lying & being in, &c. aforesaid, together with all houses, edifices, buildings, barns, yards, orchards, crofts, lands, meadows, pastures, feedings, commons, profits, and commodities whatsoever, to the said Messuage or Tenement of right in any wise belonging, lying within the Town or fields of *Stretton* aforesaid: All which messuage or tenement, with all other the premises are now in the occupation of the said I. S. (except and always reserved) out of this present Lease, all manner of trees growing or being in or upon the said premises or any part thereof; To have and to hold the said Messuage or Tenement, with all houses, edifices, buildings, barns, yards, orchards, crofts, lands, meadows, pastures, commons, profits, and commodities, with their appurtenances, as is aforesaid (except before excepted) unto the said I. S. his Executors, &c. from the day of the date of these presents, unto the full end and term of 21 years from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly, during the



said term, unto the said C.B. and the heirs of his bo-  
 dy lawfully begotten, and for default of such issue, to  
 the right Heirs inheritable to the premises, the year-  
 ly Rent of, &c. At two of the usual Feasts in the year;  
 that is to say, at the annunciation of our Lady, and  
 St. *Michael* the Archangel, by even and equal portions,  
 and doing service to the Court of the said C. B. his  
 heirs and others aforesaid, at his or their Mannor of S.  
 aforesaid, as often as it shall be kept there, at or up-  
 on reasonable summons or warning, as other Tenants  
 of the said Mannor do, or should do; And at the decease  
 of the said I.S. and such his Assigns, as hereafter by  
 him shall be nominated or appointed, dying Tenants of  
 the premises, to pay his or their best Beast unto the  
 said C.B. and to such as the remainder or reversion of  
 the said Mannor shall come unto, in the name of a  
 Heriot; And if it shall happen the said yearly rent of,  
 &c. to be behind or unpaid in part or in all, by the  
 space of, &c. next after any of the said Feasts at which  
 it ought to be paid (if it be lawfully demanded) That  
 then and from thenceforth, it shall and may be lawful  
 unto & for the said C.B. his heirs, &c. & all & every other  
 the person or persons above named, to whom the right  
 thereof shall appertain as aforesaid, into the said Messu-  
 age or Tenement, and all other the premises with the  
 appurtenances, wholly to re enter, & the same to have  
 again, retain and re-possesse, as in his or their former  
 estate, this Indenture or any thing therein contained  
 to the contrary in any wise notwithstanding. And also  
 it is covenanted and agreed, that it shall and may be  
 lawful unto the said I.S. and his Assigns, to lop the  
 Trees growing upon any parcel of the premises here-  
 tofore lopped, at all times convenient, for  
**For repa-** the necessary fencing of the Hedges: And  
**ration.** the said I. S. doth covenant and grant, for  
 him, his Executors, Administrators and  
 Assignes,

assigns, by these presents, to and with the said C. B. his Heirs, executors, administrators and assigns; and every of them, That he the said I. S. and his Assigns shall & will make & do, or cause to be made or done, at his or their own proper costs & charges, all & all manner of reparations in and upon the premises, before by these presents granted and letten, from time to time, when and as often as need shall require, during the said term of, &c. and so well and sufficiently repaired, shall in the end of the said term, or other sooner determination of this present Lease, yield up and leave the same. And further, shall from time to time, during the *To do sute belong-* said term, do his or their sute to the *ing to the mills of* Mill or Mills of the said C. B. with- *the said Mannor.* in the said Mannor of S. afore said,

& all such Corn & other Grain whatsoever, as the said I. S. afore said doth or may accustomarily, use to grind or cause to be ground, to be at the same Mill or Mills ground. And it is further covenanted and agreed between the said parties, that it shall and may be lawful to and for the said C. B. and his heirs, or any to whom the right thereof shall appertain as afore said, if it be their pleasure, at any time hereafter during the said term, to make an exchange of parcel or parcels of the Lands or Meadows, of any part or parcel of the premises belonging to the said Messuage or Tenement, & to take, and have the same at his or their will & pleasure, giving and allowing unto the said I. S. and his assigns, as much Land in quantity and goodnesse for the same, in such place within the fields of S. afore said, as by the judgement and discretion of four of the Tenants of the said C. B. and his Heirs, or any to whom the right thereof shall appertain as afore said, then dwelling in S. afore said, shall be adjudged, nominated and appointed: And the said I. S. Covenanteth and grant-

eth, &c. that the said I. S. or his Assigns shall and will yearly during the said term, at seasonable times, due and convenient, in the year, Plant or set in or upon the premises, six handsome young Trees or Saplings of Oak, Elm or Ash, and them so planted and Set, shall from time to time yearly cherish, preserve, sustain and suffer to grow and encrease, to the most profit, use and behoof of the said C. B. his heirs and assignes for ever. Provided alwayes, and it is fully conditioned and agreed between the said parties, that the said I. S. shall not at any time hereafter, Demise, Grant, Let, Set, Assign, or by any other way or means, put away or depart with the said Lease, Term of years, messuage or tenement, and other the premises, with the appurtenances, or any part or parcel thereof, or do, procure, or suffer to be done, any act, deed or thing, whatsoever, whereby the same, or any part or parcel thereof, shall or may at any time hereafter, Revert, Descend, or come unto any person or persons whatsoever, other than unto his Wife and Child, at any time during the said term, without the consent of the said C. B. or his Heirs, and other the persons aforesaid, first had and obtained in writing under his or their hands or seals, upon pain of forfeiting of this Indenture of Lease, any thing herein contained to the contrary in any wise notwithstanding.

And the said C. B. Covenanteth for himself, his Heirs, Executors and Administrators, &c. to warrant and defend the said Messuage or Tenement, and all other the premises above letten, unto the said I. S. and such his assignes as are above expressed against all person or persons pretending any title to the same, from, by or under him the said C. B. his Heirs or Assignes, during the said Term, according to the true intent and meaning of these presents. In witnesse whereof the parties first above named, unto these present Indentures interchangeably

interchangeably have set their hands and seals, the day and year first above written, *Anno. q, Dom. 1636.*

*A deed of gift made to one to save him harmlesse  
from all Bonds.*

**T**O all Christian people to whom this present writing shall come, I, I. P. of, &c. send greeting in our Lord God everlasting: Know ye that I the said I. P. as well for the indemnity, discharge and saving harmlesse of R. B. of, &c. his Heirs, executors and administrators, and every of them, of and from all manner of bonds and writings Obligator y whatsoever wherein the said R. B. is and standeth bound for me the said I. P. in any summe or summes of money to any person or persons whatsoever; as also for divers other good causes and considerations me hereunto especially moving, have given *Grant.* granted, bargained, sold and confirmed, and by these presents do give, grant, bargain, sell and confirm unto the said R. B. all and singular my Leases, goods and chattels whatsoever, as well real as personal, of what kind, nature, quality or condition soever the same are or be, and in what place or places soever the same shall or may be found, as well in my own custody and possession, as in the hands, custody and possession of any other person or persons whatsoever; To have & to hold all and singular the said leases, goods and chattels, and all other the premises, with the appurtenances, to the said R. B. his heirs, executors, administrators and assigns, to his and their own proper use and behoof for ever: And I the said I. P. and my heirs, all and singular the said goods and chattels, and other the premises, unto the said R. B. his executors, administrators and assigns, to his and their own proper use as aforesaid, shall and will warrant and  
for

for ever defend, by these presents. Provided alwayes that if the said I. P. my Executors, Administrators or Assigns, or any of us, do or shall from time to time and at all times hereafter, clearly acquit and discharge, or otherwise sufficiently save and keep harmlesse the said R. B. his Executors, Administrators and Assigns, and all his and their Goods, Chattels, Lands, Tenements and Hereditaments, and every of them, off and from all and singular Bonds and Writings, Obligatory whatsoever, wherein, or whereby the said R. B. at the request, and for the debt of me the said I. P. is and standeth bound to any person or persons whatsoever, in any summe or sums of money, and off and from all manner of Actions, Suits, Charges, Troubles, Expences and Demands whatsoever, which shall or may in any wise hereafter happen, come, grow or be to or against the said R. B. his Executors or Administrators, or any of them, for or by reason, or means of the same Obligations or writings Obligatory, or any of them, or any thing in them, or any of them mentioned or contained, that then this present Deed or Grant, and every thing herein contained, shall be utterly void and of none effect, any thing herein before specified to the contrary thereof in any wise notwithstanding. In witnesse whereof, &c.

*A Lease of a house and certain Lands made in consideration of a certain summe of money, the fee-simple being in the Leasor.*

**T**His Indenture made, &c. Between M. C. of, &c. Gentleman, and A. C. his wife, on the one part, and T. E. of, &c. Esq; on the other part, witnesseth, that the said M. C. and A. his wife, for and in consideration of the sum of, &c. of lawful money of *England* to them in hand paid, before the ensealing and delivery

delivery of these presents by the said T. E. whereof and wherewith they the said M. C. and A. acknowledge themselves to be fully satisfied, contented and paid; and thereof and of every part and parcel thereof, do clearly acquit and discharge the said T. E. his Executors, Administrators and Assigns, by these presents, have Demised, Granted, Set, and to Farm-let, and by these presents do Demise, &c. unto the said T. E. his, &c. All that their Mansion-house, with the rights, members and appurtenances thereof, situate, lying, and being in *Arlescot*, in the Parish of N. in the County of W. & al that Close of Pasture commonly called or known by the name of the great Close, containing by estimation fourty acres be it more or lesse; and also all that Close of Pasture, commonly called or known by the name of the middle pasture, containing by estimation fourty acres, be it more or lesse, and all that Close of pasture, &c. All and singular which said Closes & other the Premises are, or late were in the tenure or occupation of the said M. or his assignee or assignees, and are situate, lying and being in A. aforesaid in the said C. of N. and also all other Messuages, Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Commons, Wast-Ground, Moors, Marshes, Rents, Reversions, Services, Profits, Commodities & Hereditaments whatsoever of them the said M. C. or A. C. or either of them, situate, lying and being in A. aforesaid, or in either of them, in the said County of N. To have and to hold the said Mansion-house, Closes of Meadow, pasture, and arable, and all & singular other the premises, with their and every of their appurtenances, before by these presents demised, & every part and parcel thereof unto the said T. E. his Executors, Administrators and Assigns, from the Feast day of, &c. last past before the date

date hereof, unto the full end and term of, &c. from thence next ensuing and fully to be compleat and ended, yielding and paying therefore yearly during the said term unto the said M. C. and A. his VVife, their Heirs and Assigns, one pepper-corn at the Feast of, &c. if the same be lawfully demanded; And the said M. C. for himself, and for the said A. his VVife, their Heirs, Executors, Administrators and Assigns, and every of them, doth Covenant, Promise and Grant to and with the said T. E. his Executors, administrators and assigns, and to and with every of them by these presents in manner and form following, That is to say, that he the said M. C. at the time of the enfealing and delivery of these presents, standeth and is lawfully seized in his Demeasne, as of Fee, of and in the said Mansion-house, & several Closes, and of, and in all other the premises, before by these presents demised, or mentioned to be demised, with their and every of their appurtenances, without any manner of condition or limitation of use or uses, to alter, change or determine the same: That they the said M. C. and A. or one of them, now have or hath full power, and authority to demise and grant the said Mansion-house, and other the premises, with their appurtenances, and every part and parcel thereof, unto the said T. E. his Executors, administrators and assigns in manner and form aforesaid; and also that the said Mansion-house, Closes, and other the premises before by these presents demised, or meant, mentioned or intended to be demised, and every part and parcel thereof, now are, and by and during the said Term of, &c. by these presents granted, shall be, remain and continue unto the said T. E. his Executors, administrators and assigns of the clear yearly value of, &c. at the least over and above all charges and reprints; And further that the said

T.E.



T. E. his Executors, Administrators and Assignes, under the Rents, Covenants, Grants and Agreements, in these presents contained, shall and may at all times hereafter, and from time to time during the term hereby granted & demised, or meant, mentioned or intended to be granted or demised, quietly & peaceably have, hold, use, occupy, possesse and enjoy the said Mansion-house, Closes, and all other the premises, and every part and parcel of them, with their, and every of their appurtenances: And the Rents, Issues and Profits thereof, shall or may receive, perceive, and take to his and their own proper use and behoof, clearly acquitted, exonerated and discharged of, and from, all manner of former and other bargains, sales, gifts, grants, leases, joyntures, dowers, Statutes-Merchant, & of the Staple recognizances, intrusions, judgments, executions, rent-charges, rents-seck, arrearages of rents, debts, and duties to the State. And of and from all other charges, titles, troubles and incumbrances whatsoever, had, made, committed, done or suffered by the said M. C. and A. or either of them, their or either of their Heirs or Assigns, or by any other person or persons whatsoever: And moreover the said M. C. for himself, and for the said A. his Wife, their Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said T. E. his Executors, Administrators and Assigns, and to and with every of them by these presents, that he the said M. C. and A. his wife, their heirs and assigns, shall and will at all times hereafter, and from time to time during the time and space of five years next ensuing the date hereof, upon all and every reasonable request and requests to him or them, or any of them to be had or made by the said T. E. his executors, administrators, or assigns, or any of them, and at the costs and charges in the Law  
of



of him the said T. E. his Executors or Assignes, or some of them, do make, knowledge, execute and suffer, or cause to be done, made, knowledged, executed and suffered, all and every such further lawful act and acts, thing and things, device and devices in the Law whatsoever, for the better confirmation of these presents. And for the better and further assurance, surety, sure-making and conveying of the said Mansion-house, Closes, and other the premises, and every or any of them, with their and every of their appurtenances, for & during the said term of, &c. years, hereby granted, or mentioned to be granted unto the said T. E. his Executors, Administrators or Assigns, according to the true intent and meaning of these presents, as by the said T. E. his Executors, Administrators or Assigns, or by his or their Council learned in the Law, shall be reasonably devised, &c. In witnesse, &c.

*An Assignment of the same Lease and premises to a third person in trust upon condition that if the money be not paid, the Assignment to be void.*

**T**HIS Indenture made the, &c. Between T. E. of, &c. on the one part, and T. C. of, &c. on the other part, witnesseth, that whereas M. C. of, &c. Gentleman, and A. C. then Wife of the said M. by their Indenture of Lease, being dated the, &c. for the considerations therein mentioned, did demise, grant, and to Farm-let unto the said T. E. his Executors, Administrators and Assigns, all that his Mansion-house, with the Rights, Members and Appurtenances thereof, situate, lying and being in *Arlescot*, in the Parish of N. in the County of N. and all that Close of Pasture, commonly called or known by the name of the great Close, containing by estimation forty Acres, be it more or lesse, and also all that Close of  
pasture

pasture, commonly called or known by the name of the middle pasture, containing by estimation fourty Acres, be it more or lesse; And all that Close of Meadow, &c. All and singular which said Closes, and other the premisses, then or late were in the tenure or occupation of the said M. his Assignee or Assignees, and are situate, lying or being in *Avescot* aforesaid, in the said County of N. and also all other Messuages, Houses, Edifices, Buildings, Dove-houses, Orchards, Gardens, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Commons, Waste-ground, Moors, Marshes, Rents, Reversions, Services, Profits, Commodities and Hereditaments whatsoever, of them the said M. C. and A. C. or either of them, situate, lying and being in A. aforesaid, and N. or either of them, in the said County of N. to have and to hold the said Mansion-house, Closes of Meadow, Pasture and arable, and all and singular other the premises, with their and every of their appurtenances, by the said Indenture of Lease demised or mentioned to be demised, and every part and parcel thereof, unto the said T. E. his Executors, Administrators and Assignes, from the Feast of, &c. then last past, before the date of the same Indenture of Lease, unto the full end and term of, &c. from thence next ensuing, and fully to be compleat and ended, Yielding and paying therefore yearly, during the said term unto the said M. C. and A. his wife, and to the Heirs and Assignes of the said M. one pepper-corn only at the Feast of, &c. if the same shall be lawfully demanded, as in and by the same Indenture of Lease amongst divers other covenants, grants, articles and agreements therein contained, more fully and at large it doth and may appear. Now this Indenture further witnesseth, the said T. E. for and under the proviso or condition hereafter in these presents mentioned and expressed;

h ath

hath granted, bargained, sold, assigned & set over, & by these presents do fully, clearly & absolutely grant, bargain, sell, assign and set over unto the said T. C. his Heirs and Assigns, all the Estate, Right, Title, Interest, Property, Possession, Term of years, Claim and Demand whatsoever, which he the said T. E. now hath, may, might, should or in any wise ought to have or claim, of in or to the said Mansion-house, Closes of Land, and other the premises, with the appurtenances, by the said Indenture of Lease demised, and in and to every or any part or parcel thereof, by force and vertue of the said recited Indenture of Lease; Provided alwayes, that if the said T. C. his Heirs, Executors, Administrators or Assigns, or some of them, shall not well and truly pay, or cause to be paid unto the said T. E. his Executors, Administrators or Assigns, the sum of, &c. at or on, &c. without fraud, &c. That then this present Indenture, and all and every Covenant, Grant, Article and Agreement therein contained, shall be utterly void, frustrate and of none effect, any thing herein before specified to the contrary thereof in any wise notwithstanding. In Witnesse, &c.

*An Assignment of a Judgment, with a Letter of Attorney therein asserted.*

**T**O all Christian People to whom this present Writing shall come, We I. H. Clerk, Parson of, &c. and O. B. of, &c. Son and Executor of I. B. late of, &c. Gentleman deceased, send greeting; Whereas there is a judgment of 400 l. depending in the Court commonly called the Upper Bench at *Westminster*, against E. S. of F. Esq; and R. S. of F. aforesaid Gentleman, at the sute of me the said I. H. and of the said I. B. deceased, as by the Record thereof

re-

remaining in the said Court of Upper Bench, more at  
 large may appear, upon which Judgement, there hath  
 been Execution lively prosecuted and taken forth.  
 Now Know ye that we the said J. H. and O. B. for di-  
 vers just causes and valuable considerations us here-  
 unto especially moving, Have granted, transferred,  
 assigned, and set over; and by these presents do clear-  
 ly and abso'utely grant, transfer, assigne and set over  
 unto *Anthony H. of Lincoln's Inn*, in the County of  
*Middlesex* Gentleman, his executors, administrators  
 and assignes, as well the said Judgement of 400. l.  
 aforesaid, as also all the Bench, Commodity, Summe  
 and Sumis of money, profit and advantages whatsoe-  
 ver, that now is, or hereafter shall be obtained or got-  
 ten, by reason or means of the same judgement, or of  
 any Execution or Extent thereof, or thereupon to be  
 had, sued, executed, or obtained, and all the estate, right,  
 title, interest, and demand whatsoever, which we  
 the said J. H. and O. B. or either of us have or bought  
 to have, or claime, of, in and to the said Judgement  
 of 400. l. or any Summe of Money, Lands, Tenements,  
 or other things, which by vertue thereof, or of any  
 Execution, Processe, or proceedings thereupon sued,  
 shall be recovered, obtained or gotten; And further  
 we the said J. H. and O. B. do by these presents  
 make, ordain, constitute, authorize and appoint the  
 said A. H. to be our true and lawful Attorney for us,  
 and in our names, or the names of either of us, to Sue  
 and Prosecute the execution upon the said judgement,  
 and upon satisfaction given, or any other end, Compo-  
 sition or Agreement made concerning the premises,  
 to acknowledge satisfaction, or to make and do any o-  
 ther Release and discharge for the same; and all and  
 every other act or acts, thing or things, whatsoe-  
 ver, as shall be requisite and needful to be done, in  
 or about the premises, we covenant, promise and  
 C grant

grant to, allow, ratifie, establish and confirm by these presents, And we the said I. S. and O. B. for us, and either of us, our Executors and Administrators, do covenant, promise and grant to, and with the said A. H. his Executors, Administrators and Assignes by these presents in manner and form following; That is to say, that neither the said I. B. in his life-time, nor we the said I. H. and O. B. nor any of us have heretofore made, done or committed any Release or other discharge of the said Judgement, or of any Extent or Execution which hath been thereupon Sued or Executed. nor we the said I. H. and O. B. or either of us, our Executors or Administrators, at any time hereafter shall, or will make, commit or do any Release, or other act or thing whatsoever, whereby the said Judgement, or any Extent or Execution which hath been thereupon Sued or Executed, or which shall be hereupon sued or executed at any time hereafter, by the said A. H. or his assignes, shall be in any manner of wise, hurt, hindred, disabled, debarred or extinguished, without the consent of the said A. H. his Executors or Assignes, therunto first had and obtained in writing under his or their hands and seals. And further, that we the said I. H. and O. B. our Executors, Administrators and Assignes, and every of us, shall and will at all times hereafter, and from time to time upon request made, and at the cost and charges of the said A. H. and his Assignes, maintaine, justifie, allow, and confirme all such lawful actions, Suits, Processes, Extents, Executions and proceedings whatsoever, as have been or hereafter shall be brought, sued forth or prosecuted against the said E. S. and R. S. or either of them, their Executors, or Administrators, or their, or any of their Lands, Tenements or goods, upon, or by reason of the said Judgement of four hundred pounds above mention-

ed; And that he the said A. H. his executors and administrators, shall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper uses and behoofs, all such benefit, summe and sums of money, Lands, Tenements, and other things, as by vertue of the said Judgement or any Exams, Execution, proceſſe or proceedings thereupon brought or to be brought, ſued or proſecuted, ſhall be recovered, obtained or gotten, without ſeizure, ſuit, trouble, eviſion or diſturbance of us the ſaid I. H. and O. B. or either of us, our executors, or administrators, and without any accompt or other thing to us, or any of us to be therefore made or given. In witneſſe, &c.

*An aſſignment of a houſe and lands, from one who had the ſame in Mortgage, and was forfeited to him,*

**T**His Indenture made, &c. between W. B. of, &c. on the one part, and G. H. of, &c. on the other part: witneſſeth; That whereas B. C. of, &c. by his Indenture bearing date, &c. (& ſo go forward with the recital;) And whereas in the ſaid recited Indenture of Aſſignment, there is a proviſo or condition contained for redemption of the premiſſes, upon payment of one hundred pounds of, &c. on the ſixth day of, &c. which then ſhould be, and ſince hath been in the year of our Lord God, &c. At or in the, &c. as in and by the ſaid Proviſo or Condition, whereunto relation being had, more fully and at large it doth and may appear, which ſaid ſum of 100. l. &c. or any part thereof, was not paid or tendered to be paid, to or for the ſaid W. B. at the day or place in the Proviſo of Redemption limited for the payment thereof, and yet remaineth unpaid, by reaſon and means whereof the ſaid Mortgage and other the premiſſes, and the whole eſtate, leaſe, right, title,

title and interest of the said B. C. in and to the same became forfeited unto the said W. B. and he thereby was, and now is, and shall be lawfully interested and possessed in the same premises, and every part thereof during all the residue and terme of years, which then were, and yet are to come, and unexpired of the term granted to the said B. C. in and by the said Indenture of demise above mentioned. Now this Indenture farther witnesseth, that the said W. B. for and in consideration of the sum of, &c. to him in hand paid by the said G. H. at and before the enscaling and delivery of these presents, whereof and wherewith, &c. Hath given, granted, bargained, sold, assigned, and set over, and by these presents doth fully, clearly, and absolutely give, grant, &c. unto the said G. H. his executors, administrators and assigns as well the said messuage, tenements, yards, gardens, orchards, and closes to the same adjoining and belonging; Together also with all and every the arable Land, Meadows; Pastures, Feedings, Profits, Commodities and Hereditaments whatsoever to the said Messuage belonging, or in any wise appertaining. And all other the premises, with appurtenances whatsoever, in and by the said Indenture of demise granted to the said W. B. as aforesaid. Also all the estate, right, title, interest, property, possession, term of years, claim and demand whatsoever which he the said W. B. his executors, administrators, or assigns now have, hath, may, might, should or in any wise ought to have or claim of, in or to the said messuage, and other the premises; with the appurtenances, and every or any of them, or any part or parcel thereof, by force and vertue of the said Indenture of Mortgage or Assignment above recited, or either of them, or any thing in them, or any of them mentioned or contained, or by any other wayes or means whatsoever: together with the same Indenture of Demise



and Mortgage aforesaid, and all & every other Writings and Minuments concerning the same; To have and to hold the said messuage, yards, gardens, orchards, lands Meadow, Pastures, Feedings, Indenture of demise and Mortgage, Writings and Minuments, estate, right title, interest & term of years, and all and singular other the premises; with the appurtenances, before by these presents bargained, sold, assign'd, and set over, & every part and parcel thereof, unto the said G. H. his executors, administrators and assigns, to his and their own proper uses and behoofs, in as large, ample and beneficial manner and form to all intents constructions and purposes as he the said W. B. now hath, may, might, should, or in any wise ought to have and enjoy the same, by force & vertue of the said Indenture of Lease or Demise, or the said Indenture of Mortgage aforesaid, or either of them, or any thing in them, or any of them mentioned or expressed, or otherwise howsoever (a Covenant for discharge of incumbrances) in witness whereof, &c.

*A Mortgage of a Lease for indemnity of certaine sureties bound in an Obligation made to another in trust, for their use.*

**T**His Indenture made the, &c. Between H. H. of &c. Gentleman, on the one part, and R. M. of, &c. J. N. and R. D. of, &c. Gentleman, on the other part, witnesseth, That whereas, &c. as in and by the said Indenture of Lease amongst other things more fully and at large appeareth. And whereas the said J. N. and R. D. at the request, & for the debt of the said H. H. together with him, in and by one Obligation with Condition endorsed, bearing date with these presents, are & stand joyntly and severally bounden unto R. S. of, &c. in the sum of, &c. for the true payment of, &c. on the &c. at or in the, &c. as in & by the said recited Obligation & condition thereof more at large it doth & may appear.



Now this Indenture further witnesseth, That the said H. H. for the Indempnity and discharge of R. and D. their heirs, executors and administrators, and every of them, of, and from the said recited obligation, and all sum and sums of money therein mentioned & contained, and from all actions, suits & demands

*Consideration.* concerning the same: Hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, assign and set over unto the said R. M. his executors, administrators and assigns, as well the said Messuage or Tenement, and all and singular other the premises with the appurtenances, and every part thereof by the said Indenture of Lease demised, and every part and parcel thereof; as also all the estate, right, title, interest, property, term of years, claim and demand whatsoever, which he the said H. H. his executors, administrators and assigns, now have, hath, may, might, should, or in any wise ought to have or claim of, in and to the said Messuage or Tenement, and other the premises, with the appurtenances, and every or any part or parcel thereof, by force and vertue of the said recited Indenture of Lease, or any thing therein contained, or by any other wayes or means whatsoever, together with the said recited Indenture of Lease:

To have and to hold the said Messuage or *Habend.* Tenement, Indenture of Lease, estate, right, title, interest, term of years, and all and singular other the premises, with the appurtenances before by these presents bargained or sold, or meant, mentioned or intended to be hereby given, granted, sold, assigned and set over, and every part and parcel thereof, unto the said R. M. his Executors, and Assignes, from the enscaling, and delivery of these presents forwards, for, during, and untill the full

full accomplishment of all the residue of the said term of, &c. now to come and unexpired, granted by the said Indenture of Lease, in as large, ample and beneficial manner and form, to all intents, constructions, and purposes, as he the said H. H. now hath, may might, should, or in any wise ought to have and enjoy the same by force and virtue of the said recited Indenture of Lease, or any thing therein contained, or otherwise howsoever. Nevertheless upon special trust and confidence, that he the said R. M. his Executors, Administrators and Assigns, and every of them shall stand and be interested and possessed of and in the said Messuage or Tenement, and all other the before bargained premises, with the appurtenances, and every part and parcel thereof, to the only proper uses and behoofs of the said J. N. and R. D. their Executors, Administrators and Assigns, and to no other use, intent or purpose whatsoever. And the said H. H. for himself, his Executors and Administrators, doth covenant, promise & grant to and with the said R. M. his Executors, &c. and to and with every of them by these presents, in manner and form following: That is to say, That the said recited Indenture of Lease at the time of the enrolling and delivery of these presents, is a good, perfect, sure, & indefeasible Lease in the Law of, and for the said Messuage or Tenement and premises thereby demised, and so shall stand, remain, and continue unto the said R. M. his Executors and Assigns to the uses before mentioned, for and during the terme of yeares thereby granted and unexpired; And that he the said H. H. now hath full power, good right, true title, and law-  
 full authority to give, grant, bargain, sell, barter, and set over the same premises and every part thereof unto the said R. M. his Executors, Administrators and Assigns to the use aforesaid

in manner and form above mentioned, according to the true intent and meaning of these presents (A Covenant for quiet enjoying, and from Incumbrances) Provided always, that if the said H. his heirs, Executors, *Proviso.* Administrators or Assigns, or any of them, do truly pay or cause to be paid unto the said R. S. his Executors, Administrators or Assigns, the said sum of &c. on the &c. at the place aforesaid, for and in full and clear discharge of the said recited Obligation and Condition above mentioned, that then this Indenture to be void and of none effect: this Indenture or any thing therein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

### A Bill of Sale.

**K** Now all men by these presents, that I W. H. of, &c. for and in consideration of the sum of, &c. of lawfull money of England to me in hand paid by I. S. of, &c. Goldsmith, at and before the enscaling and delivery of these presents, wherewith I confesse my self to be fully satisfied, contented and paid, have bargained and sold, and by these presents, do fully, clearly, and absolutely bargain and sell unto the said I. S. in plain and open Market within the City of London, one Chain of Gold with round links unsoldered, weighing twenty ounces of Gold weight; and one gold ring enameled, set with a small table Diamond; To have and to hold the said Chain of Gold and ring, to the said I. S. his Executors, Administrators and Assigns, to his and their own proper uses and behoofs for ever. And I the said W. H. my Executors and Administrators, and every of us, the said Chain and ring unto the said I. S. his Executors and Administrators, against all people shall and will warrant, acquit and for ever defend, by these presents. Provided always, That if the said W. H. my heirs, Executors, Ad-

Administrators, &c. or any of us do well and truly pay or cause to be paid unto the said J. S. his executors, Administrators, or assigns, the full sum of, &c. on the, &c. at or in the, &c. without fraud or coven: that then this present Bill and the bargain and sale of the said Chain and Ring shall be utterly void and of none effect, or else to stand and abide in force and vertue.

*A Release of Lands Morgaged:*

**T**His Indenture made the &c. Between A. N. of, &c. Esquire on the one part, and Sir M. H. of, &c. Knight, on the other part, witnesseth, That wheress the said A. N. by his Indenture bearing date the, &c. for & in consideration of the sum of, &c. by I. H. of, &c. well and truly to be paid in manner and form as in and by a Proviso contained in the said Indenture is mentioned, limited and declared, did bargain and sell unto the said I. H. and to his heirs & assigns for ever, all that his Grange or Farm of, &c. with the appurtenances in the Parish of A. in the C. of S. being parcel of the possessions of the late dissolved Monastery of W. in the said County of, &c. and all other his Mannors, Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Lotts, Courts, Liberties, Franchizes and Hereditaments whatsoever, with all and singular their appurtenances, feiture, &c. all and singular which said premises, the said A. N. late bought and purchased to him and his heirs of the said I. H. Together with, all and singular Messuages, Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Lands Meadows, Feedings, Pastures, &c. and Hereditaments whatsoever to the said Grange or Farm of, &c. and other the premises before mentioned, or any part thereof belonging, or in any wise appertaining, or accepted, reputed, taken or known as part, parcel, or mem-

number thereof or heretofore used, occupied, demised, letten, possessed or enjoyed, as part or parcel thereof. To have and to hold all and singular the said premises to the said I. H. his heirs and assigns for ever, in which said Indenture there is a proviso contained; That if the said I. H. his heirs, executors, administrators, & assigns, & every of them should fail in the payment of the summe of, &c. unto the said A. N. his executors or administrators at the day and place in the said Indenture specified, that then the said conveyance should be void, as in and by the said Indenture more at large it doth and may appear. And whereas the said I. H. hath conveyed and assured all and singular the said premises unto the said Sir M. H. and his Heirs before the enfeoffing and delivery of these presents: Now this Indenture witnesseth, That the said A. N. for and in consideration of the sum of, &c. to him the said A. N. in hand well and truly satisfied and paid by the said I. H. before the enfeoffing and delivery of these presents; And also in consideration of the full discharge and release of the condition and proviso aforesaid, and at the special instance and request of the said I. H. hath remised, released, and quit-claimed, and by these presents doth for himself and his heirs, remise, release, and for ever quit-claim unto the said Sir M. H. and to his heirs for ever, the Condition and Proviso above mentioned, and also all the Estate, Right, Title, Interest, Claim, Reversion, Condition, and Demand whatsoever, which he the said A. N. now hath, or by any manner of wayes or means hereafter shall or may have, of, in, or to the said premises, or any part or parcel thereof, & also of, in & unto all & singular the Lands, Tenements and Hereditaments which the said A. N. hath at any time purchased of him and his heirs, of him the said I. H. To have and to hold the said Grange or Farm, and all and singular the premises, with

with the appurtenances unto the said Sir M. H. his Heires and Assignes, to the only proper use and behoof of the said Sir M. H. his heirs and assignes for ever, absolutely without any Condition or Limitation whatsoever: and the said A. N. for himself, his heirs, executors, administrators and assigns, doth covenant, promise and grant, to and with the said Sir M. H. his heirs and assignes by these presents in manner and form following (*viz.*) That he the said Sir M. H. his heirs and assignes, shall and may from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, use, occupy, possesse and enjoy the said Grange or Farm, and all and singular the premises, with the appurtenances conveyed and released, or meant, mentioned or intended to be conveyed or released by these presents, without the let, suit, trouble, disturbance or eviction of the said A. N. his heirs or assigns, and without the lawful let, suit, trouble, disturbance or eviction of any other person or persons lawfully claiming any estate, right, title or interest, in, out of, or into the premises, or any part thereof, from, by, or under the said A. N. his heirs, or assigns, or by his, their, or any of their means, act, consent, assent, privity, agreement, or procurement, other than of the said I. H. his heirs and assigns, claiming from the said A. N. by virtue of the assurance aforesaid: and also that all and singular the premises, and every part and parcel thereof, shall and may from time to time, and at all times for ever hereafter continue and remain, unto the said Sir M. H. his heirs and assignes, free and clear, and freely and clearly acquitted, exonerated and discharged of, and from all and all manner of former and other gifts, grants, bargains, sales, &c. had, made, done, or committed by the said A. N. his heirs or assigns, or by his, their or any of their means, act, assent, consent, privity, agreement,

or procurement (except before excepted) And the said A.N. doth further for himself, his Executors, &c. That he the said A.N. his heirs and assignes shall and will from time to time, and at all times before the feast of, &c. next ensuing the date hereof, at the proper costs and charges in the Law of the said Sir M. H. Do and execute, or cause to be done and executed, all and every such further act and acts, thing and things, device and devices in the Law, as shall be reasonably devised advised, or required by the said Sir M. H. his heirs or assignes, or by his or their Council learned in the Law, for the better assuring and sure-making of all and singular the premises, with the appurtenances unto the said Sir M. H. his heirs and assignes, according to the true intent and meaning of these presents; Be it by fine or fines, scoffment or scoffments, deed or deeds, intolled or not intolled, recovery or recoveries, with double or single Voucher or Vouchers, release, confirmation, Warranty, or by any other wayes or means whatsoever: In witness whereof, &c.

*A Deed of Revocation of certain uses.*

TO all Christian people to whom this present writing shall come, R. R. of L. Esq. sends greeting, &c. whereas the said R. R. in and by two several Indentures or Deeds indented, bearing date the, &c. whereof the one is made between the said R. R. and G. W. of, &c. of the one part and I. H. of, &c. Gentleman of the other part, and the other of them is made between the said R. R. of the one part, and the said G. W. and I. H. of the other part, whereupon a fine was afterwards in due form of Law acknowledged by the said R. R. and A. his wife, did assure and entail unto the said R. R. and to the heirs of his body lawfully begotten, with certain remainders over, and amongst



mongst other things, all those Lands, Meadows, Pastures, and hereditaments, with their appurtenances in N. in the C. of, &c. containing by estimation, &c. and lately purchased by the said R. R. of one, &c. and then in the tenure of, &c. or of his assigns, and in and by the said several Indentures, did likewise assure and entall unto the said R. R. and to the heirs of his body lawfully begotten, with certain remainders, over and amongst other things, all that the Mannor of Lingate, with the royalties, rights, members and appurtenances thereof whatsoever in N. and A. in the County of, &c. and all Lands, Tenements and Hereditaments to the same Mannor, then or late appertaining, or as part parcel, or member thereof, then before had, known, or reputed, with the appurtenances in N. and A. aforesaid, or either of them, containing by estimation, &c. then lately purchased by the said R. R. as in and by the said several Indentures or deeds indented (amongst other things therein contained more at large it doth and may appear) in which said several Indentures there is contained a proviso in these words following, that is to say, Provided alwayes, that if the said R. R. during his natural life, shall by his Deed or Deeds of revocation under his hand and seal testified by two witnesses, or more, revoke, annihilate, and make void, or declare that he doth revoke, annihilate, and make void all or any the uses and estates in and by these presents limited and raised, of, or upon all or any of the said Mannors, Messuages, Lands, Tenements, and hereditaments whatsoever in the said Fine to be continued, and in these presents mentioned, that then from and after the enrolling of such Deed or Deeds of revocation such of the said uses as shall be declared to be revoked shall cease and be utterly void, frustrate, and of none effect, and that then the said Fine of such parcel or parcels to be revoked shall be to the only



use of the said R. R. and his Heirs for ever, any thing before in these presents contained to the contrary thereof in any wise notwithstanding; as in and by the said Proviso, in the said several Indentures mentioned and contained more plainly may appear. Now know ye, that the said R. R. as well in consideration that the uses and estates of and in the said Mannor, Lands, Tenements and Hereditaments in the aforesaid Indentures of entail specified may touching the said uses and estates remain & be revoked and continue unto the said R. R. his heirs and assigns, to be disposed of at his or their pleasures, and also for divers other good and just causes and considerations him herunto especially moving, and by vertue of the proviso contained in the said several Indentures above recited or mentioned, or otherwise, hath revoked, annihilated and made void, and by this present deed of Revocation, doth revoke, annihilate and make void the several uses and estates in and by the said Indentures or either of them raised or limited of or upon all the said Mannor of *Lingate*, with the Royalties, Rights, members and appurtenances thereof whatsoever in N. and A. aforesaid, or either of them in the said Countrey of, &c. and of all the said Lands, Tenements and Hereditaments to the said Mannor of *Lingate* now, or of late appertaining or belonging, or as part, parcel, or member thereof, heretofore had, known or reputed, with the appurtenances in N. and A. aforesaid, or either of them, containing by estimation, &c. late purchased by the said R. R. of, &c. And further, the said R. R. for the consideration aforesaid, and by vertue of the said proviso contained in the said several Indentures, and otherwise, hath revoked, annihilated, and made void, and by this present Deed of Revocation doth revoke, annihilate, and make void the several uses and estates in and by the said Indentures, or either of them, raised and limited

mixed of or upon one Close of land and pasture, called K. Close, containing by estimation, &c. and of, or upon one other close of land and pasture, with the appurtenances, containing by estimation, &c. in N. aforesaid and of or upon two acres of arable land, by estimation, &c. in N. aforesaid, now in the occupation of, &c. or of his Assigns. In witnesse, &c.

*A Grant of the Reversion of certain Lands.*

**T**His Indenture made, &c. between R. W. of, &c. of the one part: and C. D. of, &c. of the other part: Witnesseth, That the said R. W. for and in consideration of the summe of, &c. hath granted, bargained and sold, and by these presents doth fully, clearly and absolutely grant, bargain and sell unto the said C. D. his Heirs and Assigns for ever, all that his right, title, use, interest, reversion and remainder of, and in all and singular, &c. now, or late in the tenure or occupation of, &c. which said Messuage and other the premises with the appurtenances, he the said R. W. hath, should or ought to have by and after the decease of A. W. Mother of the said R. Which said Messuage or Tenement, Barn, Orchard, &c. with the appurtenances; R. W. deceased, late father of the said R. W. party to these presents, By his last Will and Testament devised, willed and bequeathed unto the said A. W. for and during the natural life of the said A. W. & the immediate reversion or remainder thereof to the said R. W. and his heirs for ever: Together with all the Deeds, Evidences, Charters, Escripts, Writings and Minnments, which he the said R. W. or any other to his use, or by his consent or delivery, have or hath, touching or concerning the said Messuage or Tenement, and other the premises, or any part or parcel thereof: All and singular which said Deeds, Evidences, Charters, &c.

&c. the said R. W. hath already delivered at and be-  
 fore the enrolling and delivery of these presents; *To*  
*have and to hold* the said reversion and remainder, and  
 all the estate, right, title, interest, &c. of the said R. of,  
 in, and to the said Messuage or Tenement, & other the  
 premises, with the appurtenances before by these pre-  
 sents bargained and sold, or meant, mentiened, or in-  
 tended to be hereby granted, bargained and sold, and eve-  
 ry part thereof, immediately from and after the decease  
 of the said A. W. the Mother unto the said C. D. his  
 heirs and assignes for ever, to the only proper use of  
 the said C. D. his heirs and assignes for ever. And the  
 said R. W. for himself, his heirs, &c. That he the said  
 R. W. at the day of the date of these presents, is law-  
 fully and solely seized of and in the reversion and re-  
 mainder of the said Messuage or Tenement & of other  
 the premises with th' appurtenances, immediately from  
 and after the decease of the said A. W. of a true and  
 perfect estate of inheritance, in the Law in Fee to his  
 own use without any manner of Condition, Mortgage,  
 or Redemption. And further, that the said reversion  
 or remainder of the said Messuage or Tenement, and  
 of other the premises, with the appurtenances, from, by,  
 and after the decease of the said A. W. the Mother, and  
 at the day of the date hereof, are and be, and so at all  
 times from henceforth, shall be & continue free, clear,  
 and clearly acquitted, exonerated, and discharged and  
 freely saved harmlesse by the said R. W. his Heirs, Ex-  
 ecutors and Administrators, of and from all and every  
 former and other bargains, sales, gifts, grants, leases, sta-  
 tutes merchant and of the staple, recognizances, joyn-  
 tures, dowers, wills, entails, intrusions, rents charge,  
 rents seck, arrerages of rents, and of and from all other  
 charges, titles, troubles, incumbrances and demands  
 whatsoever, had, made, committed, suffered or done by,  
 &c. In witness, &c.

*An assignment of a Recognizance, with very good covenants therein inserted.*

**T**His Indenture made the, &c. Between T. P. of, &c. Gentleman, on the one part; and C. D. and R. D. of, &c. on the other part; Witnesseth, That whereas W. P. of, &c. Son and Heir apparent, &c. by one Recognizance acknowledged in his Majesties High Court of Chancery, bearing date, &c. hath acknowledged himself to owe and stand indebted unto the said T. P. in the sum of, &c. payable to the said T. or to his certain Attorney, his executors or administrators in manner & form, as by the said Recognizance, together with a certain condition thereunder written in the said Court of Chancery inrolled, & remaining on Record more at large it doth & may appear. Now the said T. P. for divers considerations him thereunto moving, hath granted, bargained, assign'd & set over, & by these presents doth, &c. unto the said C. D. & R. D. the said Recognizance, & all & every sum & sums of money therein contained, & all the profits, benefits, advantages, & commodities, which shall or may in any wise hereafter, grow, be had, made, gotten, arise, accrue, or come to the said T. P. his executors or assigns, upon, or by reason of the said Recognizance, or any thing therein contained. And also the said T. P. doth by these presents authorize and appoint, constitute, ordain, and make the said C. and R. their Executors, Administrators and Assignes, and every of them, his Attorney and Attorneys irrevocable, of and for the said T. P. his Executors and Administrators, and in his and their name or names, to sue and prosecute all and every such lawful action, execution, & process, actions, executions, and processess, as shall or may be commenced, sued, or tried, in, upon, or concerning the said Recognizance, or any

D

sum

sum or sums of money, debts, duties, or demands whatsoever in the same contained, comprized or specified, or by reason thereof to be had or obtained: And other attorney or attorneys, for or under them or any of them, or in their or any of their behalfs to substitute, make, and ordain, and the same disallow, change or remove, when and as often as they the said C.R. their executors, administrators or assigns, or any of them shall think good. And the same summe and summes of money, profits, commodities and demands, and every of them, or any other thing in satisfaction thereof, to receive, have, take and enjoy to the onely proper use and behoof of the said C. and R. their executors and assigns, or any of them; And therefore, or for the same to make any composition, agreement, or discharge whatsoever, which they the said C.R. their executors, administrators and assigns, or any of them, shall think good: And also the said T.P. for himself, &c. That he the said T.P. his executors, administrators and assigns, shall and will quietly permit and suffer the said C. and R. their Executors, administrators and assigns, and every of them, at their, or some of their own proper costs and charges, to prosecute, sue, implead and attempt, at any time or times, and from time to time hereafter, All and every such lawful and reasonable action, execution, sute, proceffe and demand whatsoever, in the name or names of the said T. P. his Executors, Administrators or Assigns, as he the said T.P. his Executors, administrators or assigns, or any of them may, might, should or ought to have done, upon or by force or means of the said recognizance, or touching or concerning any sum or sums of money, duty or demand whatsoever concerning the same; or any thing therein contained, comprized or specified, or any thing thereupon to be had or obtained: And that he the said T.P. his Executors, administrators and assigns, shall

shall and will at every time and times hereafter, and from time to time, at and upon the reasonable request, and at the cost and charges of the said C. and R. or one of them, their or one of their executors, administrators, or assigns, avow, justify and maintain all the said actions, suits, processes and demands: and that neither he the said T. P. nor his executors, administrators, or assigns, shall at any time hereafter revoke, discontinue, discharge, release, or otherwise wittingly or willingly hinder or delay any such action, execution, suit, process or demand whatsoever, as shall be so attempted, pursued or had, as is aforesaid, or any of them, without the consent of the said C. D. and R. D. or any of them, first had and obtained; And also that neither he the said T. P. at any time heretofore hath received the sum of, &c. nor hath released, extinguished, determined, or in any wise discharged the said recognizance, or hath at any time done or committed, or shal hereafter without the special consent of the said C. and R. their executors, administrators or assigns, and some of them, first had and obtained in writing willingly do or commit any act or thing, whereby, or by reason whereof any such action, execution, suit, process or demand whatsoever, as shall be so attempted, pursued or had by the said C. and R. their executors, administrators or assigns, or any of them, in the name or names of the said T. P. his heirs, executors or administrators, upon, concerning or by reason of the said Recognizance, or any thing or demand thereof to be had, shall or may be discharged, released, or barred, And also that they the said C. D. and R. D. their executors, administrators and assigns, and every of them, shall or may at all times hereafter have, receive, and take to their own proper use and behoof, the whole execution, benefit and commodity, and all and every summe or summes of money, and other thing or things whatsoever; as at any

time hereafter shall fortune to be recovered, had and obtained, by reason of the said Recognizance, or any such action, sute, extent and execution, as shall or may be commenced, had, pursued, or obtained as is aforesaid without any let, charge, hinderance or interruption of the said T.P. his Executors, Administrators or Assigns, or any other person or persons whatsoever, by his or their assent, consent, title, means or procurement, & without any account therefore to them, or any of them to be yielded or made; & also the said T.P. for himself, &c. That he the said T.P. his Executors, Administrators and Assigns, and every of them, at all time & times hereafter, upon or within convenient time, after every reasonable request and warning to him or them to be made or given, and at the Cost and Charges of the said C.D. and R.D. their Executors, Administrators or Assigns, or some of them, shall do, knowledge, and suffer, or cause to be done, &c. all and every such lawful warrant, and warrants of Atturney, and other lawful and reasonable act & acts, thing & things, device and devices, as by the said C. & R. or one of them, their Executors, Administrators or Assigns, or some of them, their or some of their Counsel learned in the Law shall be reasonably devised or required, either for the clear acquitting, cancelling or discharging of the said recognizance, or for the better obtaining, having, holding or assuring (to them the said C. and R. their executors and administrators, or to such person or persons as they, or the survivor of them, or the Executors, or Administrators, or the survivor of them, shall name or appoint) the said recognizances, or any sum or sums of money therein mentioned, and of all, every or any sum or sums of money, Goods, Chattels, Lands, Tenements, Hereditaments, and other thing and things whatsoever; which he the said T. P. his Heirs, Executors, Administrators or



or assigns, now are, or any of them is, or at any time hereafter shall be intituled unto; by force, or concerning the said recognizance, or any Execution, matter or thing thereupon to be had, sued or made, at the Election or Choice of the said C. D. and R. D. their executors, administrators or assigns, or any of them; and shall not release or discharge the said recognizance, or any Execution, matter or thing thereupon to be had, or any part thereof, In witness, &c.

*A General Release.*

**K** Now all men by these presents, Thar I A. G. of, &c. Gentleman, have remised, released, and for ever quit-claimed, and by these presents do for me, my executors and administrators, and every of us clearly and absolutely remise, release, and for ever quit-claim unto G. H. &c. his Executors and Assigns, all and all manner of Actions, Sutes, Quarrels, Debts, Duties, Bonds, Bills, Writings, obligatory Reckonings, Accounts and Demands whatsoever, which against the said G. H. ever I have had, may have, or which I, my Executors or Administrators, or any of us at any time hereafter shall or may have, for or by reason or means of any matter, cause or thing whatsoever, from the beginning of the World until the day of the date of these presents, Witness my hand and seal, &c.

*A Release from one that hath lost the Counterpart of his Lease.*

**T**O all Christian people to whom this present Writing shall come, H. E. of, &c. sendeth greetings: Whereas T. S. of, &c. in and by one Indenture of Lease, bearing



bearing date the, &c. for the consideration therein expressed, did demise, grant, betake, and to farm-let unto me the said H. B. my Executors, Administrators and Assigns, ( reciting the grant. ) In which said Indenture of Lease there are divers covenants, grants, articles and agreements, on the part and behalf of the said T. S. his Executors, Administrators and Assigns, to be observed, performed and kept, as by the same Indenture of Lease, among divers other thing and things therein contained, more at large appeareth. Now know ye, that I the said H. B. for divers good causes and, &c. have by these presents remised, released, and always of and for me, my Executors and Administrators for evermore quit-claimed unto the said T. S. his Executors, Administrators and Assigns, all and singular the Covenants, Grants, Articles, Provisoos, Conditions, Clauses, Sentences and Agreements whatsoever, in the said Indenture of Lease, mentioned or contained, which on the part and behalf of the said T. S. his Executors, Administ. or Assigns, are or ought to be observed, performed and kept, and also of & from all, and all manner of actions, lites, quarrels, benefits, commodities and advantages that shall or may happen to arise or grow, by reason or means of them, or by the breach, or not performing of all and every the said Covenants, Grants, Articles, Clauses and Agreements, or any of them; and also I the said H. B. have remised, released, surrendered, assigned and set over, and by these presents do remise, release, surrender, assign and set over, from me, my Executors, Administrators and Assigns unto the said T. S. his Executors, Administrators and assigns, all the Estate, Right, Title, Interest, Term of years, Property, Claim and Demand whatsoever, which I the said H. B. now have, or that I, my Executors, Administrators or Assigns, or any of us ought to have, or claim of, in and to all

all and singular the premisses, to me the said I.B. in and by the said Indenture of Lease demised as aforesaid, and of, in, and to every or any part or parcel thereof, In witness, &c.

*A Releife of Fines and Forfeitures due to the King, and to the Informer, upon the Statute of Recusancy.*

**T**O all People to whom this present Writing shall come, I A.S. of, &c. send greeting, Whereas I the said A.S. in or about the first day of, &c. did exhibit and preferre into the Kings Majesties Court of Common-pleas at Westminster, one Bill of Information, touching, and upon the Statute of Recusancy, against F.M. of, &c. for the supposed Christening of a Child of the said F. contrary to the said Statute, and Lawes of this Realm, as by the same Information depending and remaining in the same Court of Common-pleas more at large appeareth. Now know ye, that I the said A.S. for and in consideration of a certain sum of lawful, &c. to me in hand paid by the said F. M. before the enfealing and delivery of these presents, have premised, released, and quit-claimed, and by vertue of one Indenture to me made and granted, from the Right Honourable R. Lord Exre, and F. Lord Morley, for the prosecution, ending, and compounding for, of all matters concerning the said Statute, do remise, release, and forever quit-claim unto the said F.M. his Executors and Administrators, all and all manner of actions, and causes of actions, suits, and troubles, now, or at any time heretofore by my means or procurement prosecuted, and depending in his Majesties said Court of Common Pleas, or elsewhere, against the said F.M. touching the Statute before mentioned, and all Fines, Forfeitures, Penalties, sum and sums of money, and demands due

and payable, or which of right ought to be due and payable either to our Sovereign Lord the Kings Majesty that now is, his Heirs or Successors, by reason or means of the breach; or non-performance of the said Statute, or to me the said A. S. my Executors or Administrators, by vertue of the Indenture aforesaid, or of any Information in that behalf exhibited, or otherwise howsoever. And I the said A. S. for me, my executors and administrators, by these presents do covenant and grant, to and with the said F. M. his Executors and Administrators, That I the said A. S. my Executors and Administrators, and every of us shall and will at all times hereafter for ever, well and sufficiently maintain, uphold, make good and defend this present Release to the said F. M. his executors and assigns, and every of them, against all persons that shall or may at any time hereafter deny, oppose for contradict the same, and also save harmlesse the said F. M. his Executors and Administrators, and every of them, from all actions, suits, charges and troubles that may or shall arise, be prosecuted or brought against the said party, by any other person or persons whatsoever, concerning the premises; *In witnessse, &c.*

*A Resignation or Release from one used in trust, of all the benefit he might claim, by vertue of any Covenant in the Indenture.*

**T**O all Christian people to whom this present writing shall come, I, I. B. of, &c. send greeting. Whereas by one Indenture bearing date the, &c. made between R. O. of, &c. on the one party, and the said I. B. and I. H. of, &c. on the other party, he

he the said R. O. for himself, his Heirs, Executors and Administrators, and every of them, did covenant and grant, to and with me the said I. B. and the said I. H. our Executors and Assigns, That he the said R. O. should and would within the space of, &c. next ensuing the date of the same Indenture, Convey and assure, or cause to be conveyed or assured to the said R. O. and E. H. daughter to R. H. of, &c. with whom the said R. O. was then to be espoused, and to the Heirs of their bodies lawfully begotten, Lands, Tenements, and Hereditaments, of the full and clear yearly value of 1000 l. at the least; as by the said Indenture and Covenants therein contained, amongst divers other things, more at large appeareth; And for performance thereof, according to the said Covenants, the said R. O. by his Obligation dated, &c. became bound with Sureties to us the said I. B. and I. H. in the sum of, &c. as by the same Bond may also appear. In which said Indenture and Bond, the name of me the said I. B. was only used in trust, for the Benefit and behoof of the said E. H. Now therefore know ye, that I the said I. B. in discharge of the trust in me reposed, and at the request of the said E. H. have remised, released, surrendered, resigned, and set over, and by these presents, for me, my Executors, and Administrators, do freely and absolutely remise, release, surrender, resign, and set over unto the said E. H. her Executors and Assigns, all the estate, right, title, interest, use, trust, benefit, privilege and demand whatsoever, which I the said I. B. have, or may have, or claim of, in, or to any sum of money, or other matter or thing whatsoever, in the said Indenture, Covenant and Bond, contained, mentioned and expressed, or in any of them: So as neither I the said I. B. my Executors or administrators,  
or

or any of us, at any time hereafter shall or will ask, claim, challenge or demand any interest, use, benefit, trust, privilege, or other thing, in any manner whatsoever, by reason or means of the said Indenture, or any Covenant therein specified, or in or to the said Bond, or any sum of money therein mentioned, but thereof and therefrom, and from all actions, suits and demands, which I, my Executors or assigns, may have concerning the same, shall be utterly secluded, and for ever debarred by these presents. *In witness, &c.*

*An Indenture for justifying of actions upon setting over of a Statute.*

**T**HIS Indenture made the, &c. Between R. W. of, &c. on the one part; and T. C. of, &c. on the other part, Witnesseth, That whereas L. H. of, &c. in and by one Statute of 800 l. now appertaining to the said R. W. as Executor of the last Will and Testament of the said, &c. Now the said R. W. for divers good considerations him especially moving, hath given, granted, assigned and set over; and by these presents doth fully, clearly, and absolutely, give, grant, assign and set over unto the said T. C. his executors, Administrators and Assigns, as well the said Statute staple aforesaid, as also all the debts of, &c. in the same Statute mentioned or contained, to the only proper use and behoof of the said T. C. his executors, Administrators and Assigns for ever. And further the said R. W. covenanteth, &c. that he the said R. W. his Heirs and Executors, and the Administrators that hereafter shall happen to be of the Goods, Charters and Credits of him the said R. W. and every of them, at all times, and from time to time hereafter (upon request) shall maintain, justify and allow all and e-  
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very such Action and Actions, Writs, Sure, Bills, Plaints, Executions, and Demands whatsoever, as the said T.C. his Executors or Administrators, shall commence, pursue or make in the name or names of the said R.W. his Executors or Administrators, that hereafter shall be of the Goods, Chattels, Credits and Debts of the said R.W. or in the name or names of any of them; and that it shall be lawful to and for the said T.C. his Executors, Administrators and Assigns, and every of them, to take, receive, have, hold and enjoy for ever, to the onely use of the said T. C. his Heirs, Executors, Administrators and Assigns, all and every such sum and sums of money, costs and damages, satisfactions, commodities, profits and advantages whatsoever, which shall be gotten, recovered, obtained or had by reason of any the actions, writs, bills, plaints, executions and demands aforesaid: or by reason or means of any of them, without any impediment denial or contradiction of the said R.W. his heirs, executors, administrators or assigns, that hereafter shall be of the goods, chattels, or credits of the said R.W. or any of them, *In witnesse, &c.*

*An Indenture between the Scavenger and the Raker for cleansing the streets.*

**T**HIS Indenture made the, &c. between R.C. S. P. and T.R. Citizens of London, Scavengers of and for the Parish of, &c. on the one part, and E.D. &c. on the other party, Witnesseth; That the said E.D. in consideration of the sum of, &c. to him to be paid in such form as hereafter in these presents is expressed, Covenanteth, promiseth and granteth for himself, &c. in manner and form following, (that is to say), That he the said E.D. his Executors, Administrators or Assigns shall and will ( at his and their own proper costs

costs and charges ) cleanse and make clean, or cause to be cleansed and made clean in the said Parish of, &c. all the streets, lanes, alleys, and other places whatsoever, within the said Parish of, &c. as the same have been heretofore used and accustomed to be cleansed and made clean, by any Carter or Raker in that behalf appointed, from the *Monday* next after the Feast of the Epiphany of our Lord God, commonly called Twelfth day, next ensuing the date hereof, untill the *Monday* next after the Epiphany of our Lord God, which shall be in the year of, &c. three times in every week weekly, during the said term, to wit, on every *Tuesday*, *Thursday*, and *Saturday* : And also at all other such times, and dayes, as the Lord Mayor of the said City of *London* for the time being, the Aldermen of the Ward, His Majesties Privy Councel, or the Common Councel of the said City of *London*, or any of them, shall appoint or command the same ; and from thence shall carry away and convey all such Channel-dirt, filth, sea-coal ashes, sweepings of houses and streets, lanes, alleys and other places, of and within the said Parish of, &c. unto some convenient Bastall for the same to be provided by the said E. D. his Executors, Administrators, or Assigns, at his or their proper costs, and charges (all rubbish and rushes as shall happen to be laid out of the Parish Church, &c. during the said term only excepted. ) And further, that he the said E. D. his executors, Administrators or Assignes, shall and will from time to time, and at all times during the said term, clearly acquit, exonerate, and discharge, and save and keep harmlesse the said, &c. and every of them respectively, and their Successors in the said Office of Scavenger, during the said term of, &c. of and from all and all manner of costs, charges,

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imprisonments, expences, and damages whatsoever by them or any of them to be had or sustained, or otherwise put unto, during the said term, for or by reason of any negligence or default of the said E. D. his, &c. in the premises, or any part thereof. And they the said, &c. do Covenant for payment of the money at dayes agreed on, &c. *In witnesse, &c.*

*A Condition to pay a summe of money at two several payments.*

**T**HE Condition of this Obligation is such, That if the above-bounden I.C. his Heirs, Executors, Administrators or assigns, or any of them, do well and truly pay, or cause to be paid unto the above-named R.M. his Executors, administrators or assigns, at or in the now dwelling house of the said R.M. situate, &c. the full summe of 8 l. and 12 s. of lawful, &c. in manner and form following, (that is to say) on the last day of *May* next ensuing, 4 l. thereof, and on the &c. next, &c. the other 4 l. 12 s. thereof, being the full remainder of the said sum, &c. without fraud or coven, That then this present Obligation to be void and of none effect: But if default shall happen to be made in either of the payments aforesaid, contrary to the true intent and meaning of these presents, that then, &c.

*A Letter of Attornay to receive a debt only.*

**K** Now all men by these presents, That I E.C. of, &c. Gentleman, have assigned, ordained and made



made, and in my stead and place by these presents, put and constituted my trusty and well-beloved friend F.L. of, &c. to be my true and lawful Attorney, for me, and in my name, and to my use, to ask, sue for, levy, require, recover and receive of I. W. of, &c. Esquire, all and every such debts and sums of money, which are now due unto me by any manner of wayes or means whatsoever: Giving and granting unto my said Attorney my whole power, strength and authority in and about the premises, and upon the receipt of any such debts or sums of money aforesaid, acquittances or other discharges, for me, and in my name to make, seal and deliver, and all and every such act and acts, thing and things, device and devices whatsoever in the law, for the recovery of all or any such debts or sums of money, as aforesaid, for me, and in my name to do, execute and perform, as fully, largely and amply in every respect, to all intents, constructions and purposes, as I my self might or could do, if I were there in mine own person present: ratifying, allowing and holding firm and stable, all and whatsoever my said Attorney shall lawfully do, or cause to be done in or about the execution of the premises, by vertue of these presents: *In witnesse, &c.*

*A Letter of Attorney General to receive debts and rents.*

**K** Now all men by these presents, that I A. W. of, &c. Esquire, have assigned, ordained and made, and in my stead and place, put and constituted my trusty and well-beloved Friend H. H. of H, &c. to be my true and lawful Attorney for me, in my name, and to my use, to ask, sue for, levy, require, recover and receive of all and every person and persons whatsoever, all and every such debts, rents and sums of money as are now due unto me, or which at any day or  
 dayes

dayes, time or times hereafter, shall be due, owing, belonging or appertaining unto me by any manner of wayes or means whatsoever : Giving and granting unto my said Atturney, by the tenour of these presents, my full and whole power, strength and authority, in and about the premisses, and upon the receipt of any such debts, rents and sums of money aforesaid, acquittances or other discharges, for me, and in my name to make, seal and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatsoever needful and necessary to be done, in or about the premisses, for the recovery of any such debts, rents and sums of money as aforesaid, for me, and in my name to do, execute and perform, as fully, largely and amply in every respect, to all intents, constructions and purposes, as I my self might or could do, if I were personally present : ratifying, allowing and holding firm and stable all & whatsoever my said Atturney shall lawfully do or cause to be done, in or about the execution of the same, by vertue of these presents. *In witnessse, &c.*

*A Condition to make an apprentice free of London, at the end of his apprenticeship.*

**T**HE Condition, &c. That whereas I.H. the Son of, &c. is to be the apprentice of the above-bound T. R. for the term of seven years, as by the Indenture in that behalf to be made shall appear; If therefore the said T.R. his executors, administrators or assigns, at the end of the said term of seven years (if the said I.H. shall be his apprentice, and shall dwell with and serve him as an apprentice) do, or shall make, or cause to be made the said I.H. a Freeman of the City of London, and of the Company of Cordwayners of the said City

City, at their proper costs and charges of the said T.R.  
That then, &c.

*A short Letter of Attorney to receive Money due upon a  
Bond.*

**K** Now all men by these presents, That I, T.A. of, &c. have assigned, ordained and made, and in my stead and place by these presents, put and constituted my trusty and well-beloved Friend I.B. of, &c. my true and lawful Attorney, for me, in my stead and name, and to my use and behoof, to ask, recover, and receive of W.S. of, &c. G.T. of, &c. and I. M. of, &c. the sum of, &c. due unto me for the non-payment of the sum of, &c. of like money, on the 20th. day of, &c. last past, before the date of these presents; As by one Obligation with Condition there-underwritten, bearing date, &c. in the year, &c. more plainly appeareth: Giving, and by these presents granting unto my said Attorney, my full power and lawful authority in the premisses, to do, say, perform, conclude and finish for me, and in my name as aforesaid, all and every such act and acts, thing and things, device and devices in the Law whatsoever, for the recovery of all the debts aforesaid, as fully, largely and amply in every respect, as I my self might or could do, if I were personally present; and upon the receipt thereof, acquittances or other discharges, for me, and in my name, to make, seal and deliver: Rati-fying, allowing and holding firm and stable, all and whatsoever my said Attorney shall lawfully do or cause to be done, in or about the execution of the premisses, by vertue of these presents. *In witnesse whereof,*  
&c.

*A Form of an Award,*

**T**O all Christian People to whom this present writing shall come, T. M. of, &c. sendeth greeting, &c. Whereas divers controversies and debates heretofore have been had, moved, and yet are depending between H. D. of, &c. of the one party, and O. L. &c. of the other party; for the appeasing and determining whereof, the said parties have submitted themselves, and are become bound each of them to the other, by their several Obligations, dated, &c. in the sum of, &c. with Conditions upon the same Obligations endorsed, for the performance of all and every the Award, Arbitrement, Determination and Judgment of me the said T. M. Umpire indifferently elected and chosen, as well on the part and behalf of the said H. D. as on the part, &c. To Award, Arbitrate, Determine, and Judge of and concerning all and all manner of actions, suits, judgments, executions, accounts, reckonings, trespasses, strifes, variances, quarrels, controversies and demands whatsoever, had, made, moved, stirred or depending between the said H. of the one part, and the said O. L. on the other part, from the beginning of the world, until the day of the date of these presents. So alwayes as the said Award, &c. of me the said Umpire, for and concerning the premisses, be made and put in writing indented under my hand and seal, on, or before the, &c. as by the said several Obligations, and their several conditions more plainly appeareth. Now know ye, that I the said T. M. Umpire, as aforesaid, taking upon me the charge of the said Award, and Arbitrement, and having heard and viewed the sayings and allegations of either of the said parties concerning the premisses, and minding to see an unity and friendship

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concerning the same, do thereupon make and put in writing this my award, arbitrement, determination, and judgment, between the said parties, for and concerning the premises in manner and form following; that is to say; First, I do award, arbitrate, determine and judge by these presents, That the said H. D. his Executors, Administrators or Assignes, shall well and truly pay, &c. And I the same Umpire do also award, &c. That he the said H. D. shall on the, &c. at the Shop of, &c. Seal, and as his absolute Deed deliver to the said O. L. or to his use, a Release, Acquittance and Discharge, of, and for all and all manner of actions, suits, judgments, &c. from the beginning of the world, &c. In witnesse, &c.

*A Lease made in consideration of the surrender of a former Lease for a longer time, with good Covenants.*

**T**HIS Indenture made the, &c. between I. B. of, &c. C. D. of, &c. and I. D. of, &c. on the one part, and T. W. of, &c. on the other part, Witnesseth, That the said I. B. C. D. and I. D. as well for and in consideration of the surrender of one former Lease dated the, &c. made from the said I. B. C. D. and I. D. to H. W. brother to the said T. W. As also in consideration of the sum of, &c. to the said I. B. in hand paid, before the enscaling and delivery of these presents, by the said T. W. the receipt whereof the said I. B. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit and discharge the said T. W. his executors, administrators and assignes, by these presents, have demised, granted, and to farm-letten, and by these presents do demise, grant, and to farm-letten unto the said T. W. all those two Messuages or Tenements, with the appurtenances, and three-yard Land to the same Belonging, situate, lying and being

being in the Parish of, &c. late in the several tenures of the said H. W. deceased, and of A. P. Widow, and now in the occupation of the said T. W. and the aforesaid A. P. together with the lops, tops, and shreds of all the hedgerow, and hedges, growing in and upon eleven Roods of Land in a Field called *Arzons Field*, and a furlong called B. furlong, and also the lop and top of one hedge growing in and upon a Close called K. Close, from the Gate by the Lane-side; and together likewise with Common of Pasture for twelve Kine, and one hundred and twenty Sheep in the Commons and Fields of D. aforesaid, and all other Fields, Pastures, Lands, Meadows, Feedings and Grounds whatsoever, with the Appurtenances of them the said I. B. C. D. and I. D. which late were in the occupation of them the said H. W. and A. P. or either of them in D. aforesaid; and together also with all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Backsides, Courts, Wayes, Easements, Profits, Commodities and Advantages whatsoever, to the said two Messuages, and other the Premises belonging or appertaining (except and alwayes reserved out of this demise, and grant, the bodies of all Trees of Oak, Ash and Elm, now growing or being, or which hereafter shall grow, and be in and upon the Premises, or in and upon any part or parcel thereof, and also except one Barn, called the great Barn, and the Yard wherein the same standeth, which late were in the possession or occupation of G. B.)

*To have and to hold* the said two Messuages, Tenements, Three-yard Land, Houses, Buildings, Barns, Stables, Orchards, Gardens, and all other the Premises, with their Appurtenances, before by these presents demised, and every part and parcel thereof, (except before excepted) unto the said T. W. his executors, administrators and assigns,

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from the feast day of, &c. before the date of, &c. unto the full end and term of, &c. from thence next ensuing and fully to be compleat and ended (if T. W. son of T.

W. party to these presents, G. W. and A. Reddend. W. or any of them shall so long live)

Yielding and paying therefore yearly during the said term, unto the said I. B. his heirs and assigns, the summe of, &c. at two usual Feasts, or Terms in the year; That is to say, at the Feast of, &c. and the Feast of, &c. by even

To re-enter for and equal portions, and if it shall non-payment of happen the said yearly Rent of, &c. the Rent. to be behind and unpaid, in part or in all, after either of the said Feasts

in any year during the said term, in which the same ought to be paid, by the space of 28 dayes, being lawfully demanded, and no sufficient distresse to be had or found, in or upon the demised premises; That then and at all times afterwards, it shall and may be lawful to, and for the said I. B. his heirs and assigns, and every of them, into all and singular the said demised premises, and every part and parcel thereof, wholly to re-enter, and the same to have again, and enjoy, as in his or their former estate, and the said T. W. his executors and assigns, from thence utterly to expel and put out (this Indenture, or any thing before specified to the contrary notwithstanding) And the said T. W. party to these presents, his executors, administrators and assigns, shall and will from time to time; and at all times hereafter, during the continuance of this present Lease, at his and their proper costs and charges well and sufficiently repair, uphold, sustain, maintain and keep the said Messuages or Tenements, and all other the demised premises, in good and sufficient reparations, and the same so being well and



and sufficiently repaired, upholden and kept, in the end of the said term, or other sooner determination of this Lease, shall leave and yield up unto the said I. B. his heirs or assigns the said T. W. from time to time, having and taking (by the assignment and appointment of the said I. B. his heirs or assigns) sufficient Timber upon the said demised premises for the reparations of the same, if any such Timber be there to be had; otherwise the said Timber to be found, and reparations done as aforesaid, at the proper provision, costs and charges of the said T. W. party to these presents, his executors and assigns; and that neither the said T. W. his executors or assigns, or his or their Under-Tenants shall commit any wast, or strip any Trees, Hedges, Quick-sets, Mounds or Fences upon the Premises; And the said I. B. for himself, &c. doth covenant and grant, to and with the said T. W. &c. That the said two Messuages or Tenements, Three yard-lands and all other the afore-demised premises, with the appurtenances, and every part and parcel thereof, now are and be and so from henceforth, during the continuance of this present Lease, shall be, and continue clearly acquitted, exonerated and discharged of and from all and all manner of former bargains, Sales, Gifts, Grants, Joyntures, Leases, Annuities, Rents, Arrearages of Rents, Statutes Merchant, and of the Staple, Recognizances, Judgments, Executions, Wills, Intails, Legacies, Titles, Troubles and Incumbrances whatsoever, had, made, committed, suffered or done, or to be had, made, &c. by the said I. B. or by the said G. B. deceased, his father I. B. his grand-father, and R. B. his uncle, or by any of them, or by any of their heirs, &c. or by any other person or

*That the premises are discharged of incumbrances.*

or by, or through their or any of their means, act, title, consent or procurement ( one Lease heretofore made by the said G. B. of one Messuage or Tenement, and other things, parcel of the premises before by these presents demised unto the said A. P. for and during the natural life of the said A. whereupon the yearly rent of, &c. is reserved, and shall be from henceforth, during the continuance of the same Lease, due and payable unto the said T. W. party to these presents, his executors, administrators and assigns, only excepted and foreprized )

*And further,* The said I. B. for himself, his heirs, executors and administrators doth covenant, &c. That if at any time hereafter within *ten years.* after during the space of ten years next ensuing the date of these presents,

the said T. W. or his assigns, shall be minded to exchange, and put in one other Life in the stead and place of any of them, the said T. W. the Son of G. and A. W. the party put out being then living, That then within three weeks next after request in that behalf made, and payment of, &c. to the said I. B. in the consideration thereof, He the said I. B. his heirs or assigns, shall and will at the costs and charges of the said T. W. party to these presents, his executors or assigns make, seal and deliver in due form of Law unto the said T. W. party to these presents, his executors and assigns one other good and sufficient Lease for the residue of the said term which shall be then to come (if any two of the persons before named, and such other person as shall be then nominated and put in shall so long live, and under the like rents, covenants and conditions, as in these presents is expressed, [*Mutatis Mutandis*]) And further, that the said T. W. party to these presents, his executors, administrators and assigns, and every of them, under

under the Rents and Covenants herein before mentioned, shall and may peaceably and quietly, have, hold, possesse and enjoy the said two Messuages or Tenements, Three-yard-land, and all other the before demised premises, with the Appurtenances, and every part thereof, during the whole terme hereby granted, if the said T. W. the son of G. W. and A. W. or such other persons as shall be hereafter named, with two of them in the stead and place of any of them so dying, or exchanging, shall so long live, without the lawful let, trouble, eviction or contradiction of the said I. B. his heirs or assigns, or of the heirs, executors or assigns of the said G. B. deceased, or of any other person or persons whatsoever (except only the said A. B. for her Lease before mentioned.) And the said C. D. and I. D. for themselves and either of them severally and respectively, and not the one for the other, nor the others act, and for their several executors, administrators and assigns, do covenant, promise, and grant, to and with the said T. W. party to these presents, his, &c. That he the said T. W. his executors, administrators and assigns, and every of them, shall and may according to the tenour and true meaning of these presents, peaceably and quietly have, hold and enjoy all the said demised premises, with the appurtenances and every part thereof free and clear, and freely and clearly acquitted and discharged of and from all, and all manner of former bargains, sales, gifts, grants, leases, joyntures, dowers, uses, wills, intails, statutes, recognizances, judgments, extents, and executions, and of and from all other estates, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done by them the said C. D. and I. D. or either of them, or by any other person or persons, by their, or either of their means, act, title,

or procurement. And lastly, the said I. B. for himself, &c. that he the said I. B. his heirs and assigns, and every of them, shall and will at all times hereafter, and from time to time upon request made, at the costs and charges in the Law of the said T. W. party to these presents, his executors or assigns, or some of them, make, do and execute, or cause to be made, done and executed, all and every such further and other reasonable act and acts, thing and things whatsoever, for the further and more better assurance, surety, sure-making, and conveying of the said demised premises, with the appurtenances, and every part thereof unto the said T. W. party to these presents, his executors and assigns, during the time aforesaid, and in such manner and form, and upon such Rents, Covenants and Conditions, as is before herein mentioned, according to the effect and true meaning of these presents, as by the said T. W. his executors or assigns, or by his or their Counsel learned in the Law shall be reasonably devised or advised, and required. *In witness, &c.*

*A Grant of an Extent penned by Mr. Thomas Bromley, then Solicitor.*

**T**HIS Indenture made, &c. between B. D. of, &c. and W. D. of, &c. on the one party, and T. B. G. B. and T. O. of, &c. on the other party, Witnesseth, That whereas the Right Honourable *Recital of the* E. Lord S. by the name of E. S. Esq; *Recognizances.* by one Recognizance, bearing date, &c. taken, knowledged and sealed, before Sir R. D. Knight, Lord Chief Justice of England, according to the form of the Statute for the Recovery of Debts in that case provided, standeth bound

bound to the said I. D. in the sum of, &c. Payable, &c. as by the same Recognizance, &c. And whereas also the said I. D. hath extended, and to him is delivered in the Execution, the Mannor of N. with the appurtenances in the County of &c. at the yearly Rent of, &c. for non-payment of the said sum of, &c. Now the said I. D. for divers good causes and considerations him hereunto especially moving, hath granted, assigned and set over, and by these presents doth grant, assign and set over unto the said W. D. T. B. G. B. and T. O. all the estate, right, title, interest and demand whatsoever, which he the said I. hath by reason of the said extent, of, in, and to the said Mannor of N. with the appurtenances, and of, in and to every part and parcel thereof, & of, in, and to all and singular Messuages, Lands, Tenements, Meadows, Leases, Pastures, Feedings, Rents, Reversions, Services and Hereditaments, with the Appurtenances so extended and delivered in execution, as aforesaid: And the said I. D. for himself, &c. that he the said I. D. his executors, administrators or assigns, at any time or times hereafter, shall not do any act or acts, thing or things, whereby the said extent and extents, or the estate, title or interest of the said W. D. &c. or any of them, or of the executors, administrators or assigns of them, or any of them, by reason of the said extent, may be in any wise hurt, hindered, impeached, discharged, undone, or made void. And further, that he the said I. D. his heirs, executors and administrators, shall and will, at the reasonable request, costs and charges in the Law of the said W. D. or any of them, do and suffer to be done, made and acknowledged all and every such lawful and reasonable act and acts, thing and things, device and devices in the Law whatsoever, for the further assurance, surety, sure-making and conveying of the premises, for and during all the time and term of

of the said extent and execution; unto the said T.B.G.B, and T.O.as by the learned Councel of them, or any of them, shall be reasonably devised or advised and required. In witnesse, &c.

*An Assignment of a Bond for performance of Covenants.*

**T**O all Christian People, &c. I. I. &c. sendeth greeting, &c. Whereas R. D. of, &c. by his Obligation, bearing date, &c. became bound unto the said I. I. in the summe of, &c. conditioned for performance of the Covenants contained in one pair of Indentures of bargain and sale, of the Inne called K. in C, &c. in the, &c. with certain lands thereunto belonging: which Inne and premises are now by the said I. I. bargained and sold unto M. W. of, &c. his heirs and assigns. Now the said I. I. for the better enjoying of the said Inne, and other the Lands and Tenements thereunto belonging. hath as much as in him is, assigned and set over, and by these presents doth fully, clearly, and absolutely assign and set over unto the aforesaid M. W. his heirs, executors and assigns, the said recited Obligation, and all summe and sums of money therein mentioned, and the benefit and advantage thereof to be had and made. And the said I. I. for himself, &c. doth covenant and grant, to and with the said M. W, &c. That he the said M. W. his heirs, executors, administrators and assigns, shall and may in lawful manner, at his and their cost and charges, in all things, from time to time, and at all times hereafter, sue for, levy, recover and enjoy all sum and sums of money, benefit and advantage whatsoever, which shall or may be gotten by vertue, force, or means of the said recited Obligation, in the name of the said I. I. his executors or administrators, without

without any manner of non-sute, release, trouble, denial or interruption of the said I. I. his executors or administrators, unlesse it be by consent of the said M. W. his heirs or assigns in writing first had and obtained. And he the said M. W. for himself, &c. doth Covenant, &c. That he the said M. W. his executors or administrators, shall and will from time to time, and at all times hereafter, save and keep harmlesse the said I. I. his executors or administrators, and every of them, off and from all and all manner of costs and charges to arise by means of any sute, upon or by reason of the said Obligation. In witness, &c.

*A Release of Annuity.*

**T**O all Christian People, &c. We N. B. and A. B. of, &c. send greeting, &c. Whereas Sir I. B. of, &c. by his Deed indented *Recital.* bearing date, &c. for the considerations therein mentioned, did give and grant unto W. L. and R. P. of, &c. one annuity or yearly rent of, &c. to be issuing and going out of all and singular the Mannors, Messuages, Lands and Tenements, called H. and L. within the Parish of, &c. and out of all the Lands, Tenements and Hereditaments, with the appurtenances in H. and L. within the said Parish of, &c. in the said County of, &c. to have, hold, receive and enjoy all the said annuity or yearly rent of, &c. to the said W. L. and R. P. their executors or assigns, for and during the natural life of the said Sir I. B. the said annuity or yearly rent of, &c. to be payable and paid to the said W. and R. their executors and assigns during the life of the said Sir I. B. at two Feasts in the year, viz. at the Feast of, &c. at or in the, &c. as by the same Deed indented thereof made, more at large it doth and may appear. Since which time, the said W. L. is dead, and the said



said R. P. him survived. And whereas also the said R. P. by his Deed indented, bearing date, &c. for the considerations therein mentioned, did demise, grant, bargain and sell unto the said N. B. his executors and assigns, the said annuity or yearly rent of, &c. and every part thereof, to have and to hold unto the said N. B. his executors and assigns, for and during the term of, &c. from thenceforth next and immediately ensuing, and fully to be compleat and ended, if the aforesaid Sir I. B. should so long live, as in and by the said Indenture last mentioned more, &c. Now know ye, that we the said N. B. and A. B. for and in consideration of a certain competent summe of lawful money of *England* to us in hand paid, at and before the, &c. by G. S. and R. G. of, &c. Esq; whereof and wherewith, &c. have remised, released and quit-claimed, and by these presents for us and either of us, our and either of our executors and assigns, and every of us, do fully, clearly and absolutely remise, release, and for ever quit-claim unto the said G. S. and R. G. their heirs and assigns, and every of them, in their, or some, or one of their full and peaceable possession, as well the said annuity or yearly rent of, &c. before mentioned, and every part and parcel thereof. And all rents, arrearages of rents, penalties, forfeitures, *nomine pene's* and distresses whatsoever, at any time or times heretofore due or forfeited by reason of the non-payment of the said annuity or yearly rent of, &c. or any part or parcel thereof: As also all the estate, right, title, interest, property, term and terms of life, lives and years, reversion, claim and demand whatsoever, which we the said N. B. and A. B. or either of us, our or either of our executors or assigns, now have, may, might, should or in any wise ought to have or claim

claim of, in and to the said annuity or yearly rent of, &c. above mentioned, or any part thereof, by force and virtue of the said several Deeds indented, above recited or mentioned, or either of them, or otherwise howsoever; To have and to hold the said annuity or yearly rent of, &c. and the estate, right, title, interest of all other the before mentioned premises, with the appurtenances, and every part and parcel thereof unto the said G. S. and R. G. their heirs and assigns for ever, so as neither we the said N. B. and A. B. or either of us, our, or either of our executors or assigns, or any of us, shall or will at any time hereafter, ask, claim, challenge or demand any estate, right, title or interest, in or to the said annuity or yearly rent of, &c. or any part thereof; But thereof and therefrom, and from all actions, suits, titles and demands concerning the same, shall be utterly secluded, and for ever debarred by these presents. *In witnesse whereof, &c.*

*A short Lease of certain Tythes.*

**T**HIS Indenture made the, &c. between Sir E. S. of, &c. on the one part, and M. D. of, &c. on the other part, Witnesseth, That the said Sir E. S. for divers good causes and considerations him moving, and especially of the good opinion he hath and conceiveth of the said M. D. hath de- *Grant.*  
 mised, granted, betaken, and to farm-letten, and by these presents, doth, &c. unto the said M. D. and his assigns, all the tythes of Corn, Grain, and Hay yearly coming, renewing and growing within the Township of, &c. and within the Lordship of, &c. in the Countrey of G. *Habund.*  
 and now held by E. L. of, &c. To have and to hold, receive, take and enjoy all the said tythes  
 of

of corn, grain and hay, unto the said M. D. and his assigns, from and immediately after the date of these presents, unto the full end and term of 21 years from thence next ensuing, and fully to be compleat and ended, and that in as large and ample manner as the same

lately were held and enjoyed by the *Reddend.* said E. L. Yielding and paying therefore yearly during the said term, unto the said Sir E. S. his heirs and assigns the summe of, &c. at the Feast of, &c. at one whole entire payment:

*A namine paze  
for non-payment  
of the rent.* And if it shall happen the said yearly Rent of, &c. to be behinde or unpaid, in part or in all, by the space of, &c. next following the said Feast, being lawfully demanded, that then

for every such default the said M. D. or his assigns shall forfeit and pay unto the said Sir E. S. his heirs and assigns, the sum of, &c. over and besides such arrearages, as then shall happen to be behind and unpaid: And the said Sir E. S. for him, his heirs, executors and administrators, doth covenant, &c. That he the said M. D. his executors and assigns, shall and may at all time and times from henceforth, for and during all the said term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy, all the said tythes of corn, grain and hay (paying the Rent before reserved) without any manner of lawful let, eviction, disturbance or contradiction of the said Sir E. S. his heirs or assigns, or of any other person or persons, by his or their means, consent or procurement. In witness, &c.

*A Deed of Gift.*

**T**O all People to, whom this present writing shall come, I A. B. of, &c. send greeting, &c. Know ye that I the said A. B. for, and in consideration of the

the summe of, &c. which I the said A. B. do owe and am indebted unto T. S. of, &c. have given, granted, and sold, and by these presents do fully, clearly, and absolutely give, grant, bargain, sell and confirm unto the said T. S. all and singular such my goods, Chattels, and Implements of household, and Commodities whatsoever, as are contained and specified in a certain schedule hereunto *Habend.*

annexed: *To have and to hold*, all and singular the goods, chattels, implements of household, and commodities whatsoever as aforesaid, to the aforesaid T. S. his executors, administrators and assigns, to his and their own proper uses and behoofs for ever, thereof and therewith to do, use and dispose, at his and their will and pleasure, as of his and their own proper goods and chattels, without any manner of challenge, claim or demand of me the said A. B. or of any other person or persons for me, in my name, by my cause, means, consent or procurement: And further, know ye, that I the said A. B. have put the said T. S. in full possession of all and singular the aforesaid premises, by the delivery unto him (at the enscaling hereof,) of one goblet of silver, in name of all the said goods. In witness whereof, &c.

*Another Deed of Gift.*

**T**O all People, &c. I R. C. of, &c. send greetings.  
Know ye that I the said B. C. as well for and in consideration of the natural affection and brotherly love which I have and bear unto my well-beloved brother P. C. of, &c. as also for divers other good causes and considerations me at this present especially moving, have given and granted, and by these presents, do give, grant and confirm unto the said P. C.

all

all and singular my Goods, Chattels, Leases, Debts, ready Money, Plate, Jewels, Rings, Household-stuff, Apparel, Utensils, Brasse, Pewter, Bedding, and all other my substance whatsoever, movable and immovable, quick and dead, of what kind, nature, quality or condition soever the same are or be, and in what place or places soever the same be, shall or may be found, as well in mine own custody or possession, as in the possession, hands, power and custody of any other person or persons whatsoever, *To have and to hold*, all and singular the said Goods, Chattels, Leases, Debts, and all other the aforesaid premises, unto the said P. C. his executors, administrators and assigns, to his and their own proper uses and behoofs, for ever freely and quietly, without any matter of challenge, claim, or demand of me the said B. C. or of any other person or persons whatsoever, for me, in my name, by my cause, means, or procurement, and without any money or other thing therefore to be yielded, paid, or done unto me the said B. C.

my executors, administrators or assigns :  
*Warrant.* And I the said B. C. all and singular the aforesaid Goods, Chattels and Premises to the said P. C. his executors, administrators and assigns, to the use aforesaid, against all people do warrant, and for ever defend by these presents; and further, know ye that I the said B. C. have put the said P. C. in peaceable and quiet possession of all and singular the aforesaid premises, by the delivery unto him at the enscaling hereof, one coined piece of silver, commonly called two pence, fixed on the seal of these presents. *In witnesse, &c.*

## A Release of a Dower.

TO all People to whom this present Writing shall come, Dame *Dorothy Williams* late the wife of Sir *David Williams* Knight deceased, sendeth greeting, &c. Know ye that the said Dame *Dorothy W.* for and in consideration of the performance of a former agreement had and made between the said Dame *Dorothy W.* and the said Sir D. W. her late husband, before their inter-marriage, hath remised, released, and for ever quit-claimed, and by these presents doth clearly and absolutely remise, release, and for ever quit claim unto Sir D. W. Knight, T. W. and R. W. sons of the said Sir D. W. and to every of them, all and all manner of Dower, & right and title of Dower whatsoever, which she the said Dame *Dorothy W.* now hath, may, might, should, or of right ought to have or claim of, in, or out of all and every the Mannors, Messuages, Lands, Tenements and Hereditaments whatsoever, which were the said D. W. at any time during the coverture between him and the said Dame D. (scituate and being in the Counties of, &c. or in any or every of them, and all and all manner of actions, and writs of Dower whatsoever, so as neither she the said Dame D. W. nor any other for her, or in her name, any manner of Dower or Writ, or action of Dower, or any manner of right or title of Dower, of, or in the said Mannors, Lands, Tenements and Hereditaments, or of or in any part or parcel thereof, at any time hereafter, shall or may have, or claim, or prosecute against the said Sir D. W. T. W. & R. W. nor any of them, their, nor any of their heirs or assigns, but of and from the same shall be utterly debarred, and for ever excluded by these presents. In witness, &c.

*A Release from one that hath lost his Articles of agreement.*

**B**E it known unto all men by these presents, That **B**I, E. W. of, &c. have remised, released, and quit-claimed, and by these presents do for me, my Heirs, Executors, Administrators and assigns, and every of us, fully, clearly, and absolutely remise, release, and forever quit-claim unto I. O. of, &c. his, &c. all and all manner of Actions, Suits, Plaints, Pleas, Proceſſe and demands whatsoever, which against the said I. O. I ever had, now have, or at any time hereafter shall or may have, by reason or means of any Grant, Covenant, Contract, Promise, Bargain, Clause, or thing mentioned, contained, expreſſed, or declared, in or by certain articles of agreement, indented, bearing date, &c. made between the said I. O. on the one part, and me the said E. W. on the other part, touching or concerning the procuring of a Lease of a field, or parcel of ground, arable, meadow or pasture, called the &c. of the yearly Rent of, &c. lying, &c. which said Lease, I do hereby acknowledge is procured, and passed by the said I. O. according to my mind and desire, and of and from all Bonds, Bills and Writings obligatory, and all and every penalty, summe and summes of money in them or any of them mentioned, or contained, wherein or whereby the said I. O. is, and standeth bound unto me for the performance of the Covenants, grants, articles and agreements in the said articles mentioned or contained, I do acquit and discharge the said &c. his, &c. for ever by these presents. *In witnesse, &c.*

*A Form of a Will.*

**I**N the name of God Amen. The tenth day of, &c. **I**, A. B. of, &c. being sick in body, but of good and per-



perfect memory, thanks be to Almighty God, and calling to remembrance the uncertain estate of this transitory life, and that all flesh must yield unto Death when it shall please God to call, do make, constitute, ordain and declare, this my last Will and Testament in manner and form following, revoking and annulling by these presents all and every Testament and Testaments, Will and Wills heretofore by me made and declared either by word, or writing: and this is to be taken only for my last Will and Testament, and none other: And first, being penitent and sorry from the bottom of my heart for my sins past, most humbly desiring forgiveness for the same, I give and commit my soul unto Almighty God my Saviour and Redeemer, in whom, and by the merits of Jesus Christ I trust and believe assuredly to be saved, and to have full remission, and forgiveness of all my sins; & that my soul with my body at the general day of resurrection, shall rise again with joy, and through the merits of Christ's death and Passion possess & inherit the Kingdom of heaven, prepared for his elect and chosen; and my body to be buried in such place, where it shall please my Executors hereafter named to appoint; And now for the settling of my Temporal estate, and such Goods, Chattels, and Debts, as it hath pleased God, far above my deserts to bestow upon me, I do order, give and dispose the same in manner and form following (that is to say) First, I will that all those debts and duties as I owe in right or conscience, to any manner of person or persons whatsoever, shall be well and truly consented and paid, or ordained to be paid, within convenient time after my Decease, by my Executors hereafter named, Item I give and bequeath, In witness, &c.

*An assurance of a Joynture to the Wife, with Remainder in tail.*

**T**His Indenture made, &c. between H. V. of, &c. on the one part, and L. L, &c. and G. L, &c. on the other part, Witnesseth, That as well for, and in consideration of a Marriage already had & solemnized, between the said V. and A. now wife of the said H. V. and Sister of the said L. and G. as for the great good will, love and affection, which the said H. hath and beareth to the said A. his Wife; and to the intent that the Messuages, Lands, and Tenements hereafter in these presents specified, shall come and continue in the issue of the said H. and A. in such sort, manner and form, as hereafter in these presents is expressed, mentioned, and declared; It is Covenanted, Granted, Condescended, Concluded and fully agreed upon, by and between the said parties to these presents, in manner and form following: And the said H. V. for the consideration aforesaid, doth covenant, grant and promise, for himself, &c. to and with the said L. L. and G. L. their, &c. by these presents, That he the said H. V. his heirs and assigns, and all and every other person and persons whatsoever, shall stand and be seized, of, and in all and singular those his Messuages, Lands, Tenements, Meadows, Leasons, Pastures, and Hereditaments whatsoever, with all singular their appurtenances, in the Parish, Town and Field of C. aforesaid, in the said, &c. which late were parcel of the possessions of the late dissolved Monastery of, &c. and now be, or late were in the several Tenures or occupations of, &c. and their assigns, and the reversion and the reversions of the premises; and every part and parcel thereof, to the uses, purposes and intents hereafter in these presents expressed and limited, and to no other use, in-

intent or purpose whatsoever, that is to say, to the use and behoof of the said H. V. for the term of his natural life without impeachment, of, or for any manner of waste, and after his decease, to the use and behoof of the said A. V. now wife of the said H. V. for the term of her natural life, and after the decease of the said H. and A. his wife, then to the use and behoof of such of the Children, between them the said H. and A. lawfully begotten, as the said A. by her last Will and Testament, or other writing to be signed and subscribed by her the said A. in her life-time, shall limit, nominate and appoint: And if no such limitation, nomination, or appointment shall be made by the said A. in her life-time, then to the use of the heirs of the bodies of the said H. and A. between them lawfully begotten, and for, &c. to the use of the right heirs of the said H. V. for ever: And further, the said H. V. for himself, &c. doth Covenant, &c. to and with the said L. L. and G. L. their heirs, &c. That he the said H. V. his heirs and assigns, shall and will permit and suffer the said A. V. and all and every other person and persons, to whom the said Messuage, Lands, Tenements and other the premises, or any part or parcel thereof shall happen to come, or of right ought to come, by reason of these presents; peaceably and quietly to have, hold, occupy and enjoy all and singular the said Messuages, Lands, Tenements and Hereditaments before by these presents expressed and mentioned, without any manner of let, trouble, eviction, disturbance, sute, vexation or expulsion of the said H. V. his heirs or assigns, or any other person or persons whatsoever, lawfully having, claiming, or pretending to have, any estate or title, from, by or under the said H. V. his heirs or assigns, according to the intent, form, and true meaning of these presents, In witnesse whereof, &c.

*A Lease of a Fee-farm and certain Lands with necessary Covenants.*

**T**His Indenture made, &c. between C. B. of, &c. on the one part, and T. W. of, &c. on the other part, Witnesseth, That the said C. B. for divers good causes and considerations him thereunto especially moving. Hath demised, granted and to farm-letten, and by these presents doth demise, &c. unto the said T. W. his executors, administrators and assignes, all that his Messuage, Tenement or Farm-house called W. with the appurtenances, and all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Profits, and Commodities whatsoever, to the said Messuage, Tenement or Farm-house now belonging or appertaining, and being now in the tenure or occupation of the said T. W. or of his assignee or assignees, situate, lying and being in the parish of, &c.

**Exception.** Except and alwayes reserved unto the said C. B. his executors and assignes, all & all manner of woods & under-woods, hedges, hedgerows and Timber-trees, now standing, growing and being, or which hereafter shall stand, grow, or be in and upon the demised premises, or in and upon any part or parcel thereof; and, also except and alwayes reserved unto the said C. B. his executors and assignes, by the space and for the term of one whole year next before the end and expiration of the terme of seven years, and one half year hereunder granted, the said Messuage, Tenement or Farm-house, and one Close or parcel of ground, called W. containing, &c. be it more or lesse; Together with free liberty of ingress, egress, regress, abiding and dwelling, into, out of, from and upon the said Messuage, Tenement and Farm-

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Farm-house, and one Close called W. by and during the said space and term of, &c. next before the end and expiration of the said Term of, &c. To have and to hold the said *Habund.* Messuage, Tenement or Farm-house, Houses, Edifices, Buildings, Barns, Stables, Orchards, Lands, Meadows, Feedings, Pastures, and other the demised premises, and every part and parcel thereof, (except before excepted) unto the said T. W. his Executors, administrators and assigns, from the Feast-day of, &c. for and during the term of, &c. fully to be complear and ended. Yielding and paying therefore yearly, during the said term, unto the said C. B. his executors and assigns, the rent of, &c. at four Feasts or Terms in the year most usual (That is to say) at, &c. by even and equal portions. And if it shall happen the said yearly rent of, &c. or any part or parcel thereof to be behind and unpaid, by the space of, &c. next over or after any of the said Feast-dayes, in which the same ought to be paid, being lawfully demanded, That then and from thenceforth, and at all times after, it shall & may be lawful to and for the said C. B. his executors, administrators and assigns, into the said Messuage, Tenement or Farm-house, Houses, Edifices, Lands, Meadows, Pastures, and all the demised premises, with the appurtenances, and into every part & parcel thereof, wholly to re-enter, and the same to have again re-possesse and enjoy, as in his or their former estate. And the said T. W. his executors, administrators and assigns, and all other the Tenants and Occupiers of the said demised premises, or any part or parcel thereof, thereout, and from thence, utterly to expel, amove, & put out this Indenture, or any thing herein contained to the contrary thereof, in any wise notwithstanding.

*Re-enter for non payment.*

And the said T. W. for himself,  
*For Reparation.* doth covenant, &c. in manner and  
 form following (That is to say) that  
 he the said T. W. his Executors, administrators and  
 assigns, at his and their own proper costs and charges,  
 shall and will from time to time, and at all times  
 hereafter during the said Term of, &c. by these pre-  
 sents granted, when and as often as need shall require,  
 well and sufficiently repair, support, sustain, main-  
 tain and amend the said Messuage, Tenement or  
 Farm-house, and all the Houses, Edifices, Buildings,  
 Barns and Stables therein belonging or apper-  
 taining, with the appurtenances, and every part and  
 parcel thereof, in, by and with all and all manner of  
 needful and necessary reparations whatsoever: And  
 also shall and will at all times hereafter, and from  
 time to time, during the said term, at his and their  
 like cost and charges, well and sufficiently hedge,  
 fence, ditch, enclose and amend all and singular the  
 hedges, fences, ditches and enclosures belonging to  
 the said demised premises, in, by and with all and all  
 manner of hedging, fencing, ditching and enclosing,  
 when and as often as need shall require, during the  
 said term; And as well the said Messuage, Tenement  
 or Farm-house, Houses, Edifices, Buildings, Barns and  
 Stables, with the appurtenances, and every part and  
 parcel thereof, so well and sufficiently repaired; As  
 also the hedges, fences, ditches and enclosures afore-  
 said, well and sufficiently supported and amended, in  
 the end of the said Term, or other determination  
 of this present Lease, shall leave and yield up into  
 the hands and possession of the said C. B. his execu-  
 tors, administrators and assigns,  
*A Covenant* And the said T. W. for himself, his  
*for planting* executors, administrators & assigns,  
*an Orchard.* doth covenant, &c. That he the said  
 T. W.

T. W. his Executors, administrators and assigns, shall permit and suffer the said C. B. and his assigns, to plant and make in and upon some convenient place of the demised premises, one Orchard, not exceeding the number of 2 acres of land, with such store of fruit-trees, and other trees, as the said C. B. or his assigns shall think meet; and the same Orchard and fruit-trees so made and planted, shall fence, preserve and keep so much as in him shall be, from spoil and hurt of Cattel, and from all other harm and destruction. And further, that the said T. W. his executors, administrators and assigns, shall at all times hereafter, and from time to time, during the said Term of, &c. find and allow *A Covenant* unto G. B. Widow, Mother unto the *for finding* said C. B. competent and sufficient *meat, drink,* meat, drink, lodging, apparel, and all *lodging appa-* ther necessities whatsoever, meet and *rel and other* convenient for her degree, and shall *necessaries.* from time to time, and at all times, clearly

acquitt, exonerate and discharge the said C. B. his executors, administrators and assigns, and every of them, of, for and concerning the keeping of the said G. B. during the said Term of, &c. before by these presents granted. And Last- *Not to plow up* ly, the said T. W. for himself doth co- *the Meadows.* venant, &c. That neither he the said

T. W. his executors, administrators or assigns, nor any of them, shall not at any time or times hereafter during the Term, before, in and by these presents granted, plow up or otherwise deface or spoil the Meadow-ground belonging to the said demised premises, or any part or parcel thereof: And also that he the said T. W. his executors, administrators and assigns, shall and will in the end of the said Term of, &c. before by these presents granted, or other determination of  
thi



This present Lease, deliver and yield up the quiet and peaceable possession of all and singular the before demised premises, and every part and parcel thereof unto the said C.B. his Executors, &c. And the said C.B. for himself, &c. doth covenant, &c. in manner and form following (viz.) That he the said T. W. his Executors, administrators and assigns, and every of them, for, and under the yearly rent before by these presents reserved, and other the Covenants, Grants, Articles and Agreements in these presents contained, shall and may peaceably, lawfully and quietly have, hold, use, occupy, possess and enjoy all and singular the said Messuage, Tenement or Farm-house, Houses, Edifices, Buildings, Lands, Meadows, Orchards, Gardens, and all other the before demised premises, and every part and parcel thereof (except before excepted) for and during the said Term of, &c. before by these presents granted, without any manner of lawful let, suite, trouble, eviction, disturbance or contradiction of the said C.B. his Executors, Administrators, or Assigns, or any of them, or of any other person or persons whatsoever, by his, their, or any of their means, act, title, or procurement. Provided

*A Proviso.* always, and it is meant and intended by and between the said parties to these presents, That this Indenture or any thing herein contained, shall not extend to charge the said C.B. his Executors or administrators, by or with any action of Covenant, or other action whatsoever, saving only for such an estate and interest, as the said C.B. or any other claiming by, from or under him, now have, hath or may have, of, in or to the demised premises or any part thereof, and not for any other better or former estate, right, or title, which shall or may precede or extinguish the grant by these presents made. In witness, &c.

*An assignment of two several Obligations.*

TO all Christian people to whom this present writing shall come, F. D. of, &c. Gentleman, sendeth greeting. Whereas R. D. of, &c. Gentleman, in and by one Obligation or Writing Obligatory, with condition thereupon endorsed, bearing date, &c. And whereas also M. F. of, &c. Esq; in and by one other Obligation or writing Obligatory, with condition thereupon also endorsed, bearing date, &c. do stand bound to the said E. D. his executors, administrators and assigns, in the several sums of, &c. as by the said several Obligations, relation being thereunto had, may appear. Now know ye, that the said F. D. for divers good causes and reasonable considerations him hereunto especially moving, Hath bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely bargain, sell, assign and set over unto R. B. of, &c. his executors, administrators and assigns, as well the said two Obligations; as also the several summes of money in them, and either of them, mentioned or contained, To the only proper use and behoof of the said R. B. his executors, administrators and assigns, and without any account or other thing therefore to be yielded, paid or done unto the said F. D. his executors, administrators or assigns, or to any of them. And the said F. D. for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said R. B. his executors, administrators and assigns, by these presents in manner and form following; That is to say, that he the said R. B. his executors, administrators and assigns, and every of them, shall and may at all times hereafter, and from time to time, peaceably and quietly have, hold,

hold, use, occupy, possess and enjoy all and singular the sum and sums of money whatsoever, contained in the said several obligations: And also all the benefit, commodity, penalty and advantage whatsoever, which shall or may happen, come, grow, or be by reason of the said several Obligations or Writings Obligatory, above recited or mentioned, without any manner of suite, trouble, gain-saying, means, consent or procurement of the said F. D. his executors, administrators or assigns, or of any other person or persons whatsoever. In Witnesse, &c.

*An assignment of two Apprentices, and their years to come.*

**T**O all Christian people to whom this present writing shall come: I, A. M. Citizen and, &c. send

*Recital of the Indentures.*

greeting in our Lord God everlasting. Whereas my Apprentices I. S. and G. R. have certain years yet to come and unexpired of their several Apprentiships, to wit, the said I. S. one whole year and a half, from the Feast of, &c. last past, and the said G. R. the space of two years and a half, from the same Feast, as by their several Indentures thereof unto me the said A. M. made and sealed, at large

*Considerati-*

on, it doth and may appear: Now know ye, that I the said A. M. for divers good Causes and Considerations me especially moving, and the rather for that it stands with the good liking and pleasure of my said Apprentices; Have given, granted, assigned and set over, and by these presents do fully and absolutely give, grant, assign, and set over unto my well-beloved Friend R. H. Citizen and Haberdasher of London, all such right, title, duty, term

of years to come, claim, interest, Apprentiships, services and demands whatsoever, which I the said A.M. have of, in or to the said I. S. and G. R. my said Apprentices, or which I might or ought to have of and in them, or either of them, by force and vertue of the above recited Indentures of Apprentiships: (That is to say) the true and faithful service of I. S. for and during the time and space of one whole year and a half, from, &c. as aforesaid; and the like honest and dutiful service of G. R. for and during the time and space of two whole years and a half, &c. from the Feast-day of, &c. as is afore declared:

Giving, and by these presents granting *Grants of their* unto the said C. B. my full power *Terms.* and lawful authority for the having, keeping and enjoying of my said Apprentices, I and G. before mentioned, for and during their several times yet to come and unexpired: And moreover, I the said A.M. do by these presents, Covenant, promise and grant, to and with the said C. B. his executors and assignes, That the said I. and G. Apprentices, shall, during their several times well and truly serve the said C. B. as their Master, and his commandments lawful and honest every where shall do, and from the service of him they nor either of them shall not absent or prolong himself by day or night, during the said several Terms of their aforesaid Apprentiships, yet to come and unexpired. Provided, That the said C. B. their Master shall well intreat and use the said I. and G. as becometh Apprentices, in such case to be used; finding unto them and either of them, meat, drink, linnen, woollen, hose, shooes, and bedding, and all other necessities during the said Term. *In witnesse, &c.*

*A Proviso, That if the Lessor be minded to surrender his grand Lease, to take a further estate in the premises, then the demise to be void, with a Covenant to grant a new Lease of the premises.*

**P**ROVIDED always, and be the demise under and upon condition, That if the said I. B. his executors, administrators or assigns, shall at any time during the demise, be minded to surrender his Grand Lease, by which he hath and holdeth the afore demised premises ( amongst other things ) to the intent to get a new Lease, or any larger or further estate, of, in and to the same: And therefore shall give or leave notice in writing to and for the said A. B. his executors, administrators or assigns, at the said demised Mansion-house: That then at the day and time of such notice given, and from thenceforth for ever, this Demise, Grant and term of years shall cease, determine and be utterly void and of none effect, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding, and the said I. B. &c. doth covenant and grant to and with the A. B. his, &c. That he the, &c. or assigns, notwithstanding the surreasing and determination of this demise, Grant and Term of years of the said A. B. to be had, claimed and enjoyed as aforesaid, shall and will not only peaceably and quietly permit and suffer the said A. B. his executors, administrators and assigns, To have, hold and enjoy the said demised premises, under the yearly rent aforesaid, by and during the term of three months from thence next following, but also before the end and expiration of the same, shall at his and their own proper costs and charges, make, seal & deliver, or cause, &c. And sufficiently rendred at the said demised Mansion-house unto the

the said A. B. his executors or assigns a new Lease, or Grant in writing of all the said demised premises, for so much of the said time of, &c. as shall be then to come and unexpired, and for and under such Rents, Covenants and Conditions as are contained in this present Lease.

*A Letter of Attorney to enter upon Lands, and to deliver a Lease made to another.*

**K** Now all men by these presents, that I, R. R. of, &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint T. C. of, &c. my true and lawful Attorney, for me, and in my stead and name, to enter and come into and upon the Farm and Lands of T. in the Parish of, &c. now in the tenure or occupation of R. T. or of his assigns, or upon any part thereof, then and there for me, and in my stead and name, to deliver as my act and deed, unto H. M. of, &c. or to his assigns, one Indenture, whereunto I have already sealed, bearing date, &c. made between me the said R. R. of the one party, and the said H. M. of the other party, purporting a Lease of the same Farm and Lands unto the said H. M. his executors, administrators and assigns, for the term of four years next ensuing: as in and by the said Indenture more at large appeareth: which Indenture after the same shall be so delivered by my said Attorney, I the said R. R. do promise by these presents, shall be my effectual deed in Law to all intents, constructions and purposes, as if I the said R. R. had sealed and delivered the same then and there my self. In witnesse, &c.

*A Letter of Atturney to enter upon Lands and to deliver  
a Lease.*

**T**O all Christian people to whom this present writing shall come: We T. A. and R. M. of, &c. send greeting. Whereas we the said T. A. and R. M. have signed and sealed to one Indenture, bearing date with these presents, purporting a Lease, Demise, or Grant, unto I. H. of, &c. of all that our Mannor or Farm of, &c. with the houses, barns, stables, orchards, gardens, &c. and of all that our Scire of the Rectory or Parsonage of L. in the said County of, &c. Together with the Demeasns-Lands to the said Mannor and Farm belonging or appertaining: To hold from the enscaling and delivery of the same Indenture for the term of three years then next ensuing: as by the same Indenture of Lease at large appeareth. Now

*The Letter of Atturney.* know ye, that we the said T. A. and R. M. have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and in our steads and places put and appoint our trusty and well-beloved Friend I. H. of, &c. our true and lawful Atturney and Assignee, for us, and in our steads and names to enter and come into, and upon all that the said, &c. and other the lands aforesaid, or into some part thereof; and then and there (after such entry made) to deliver unto the said I. H. as our very act & deed, the said Indenture of Lease above mentioned: To hold according to the tenour of the same Indenture; and further to do and execute all and every such further thing, and other act whatsoever; as shall be needful to be done and performed in that behalf, in as large, ample and effectual manner as we our selves might or could do, if we were personally present.  
*In witness, &c.*



*A Condition to pay money within fourteen dayes after,  
if the Parties bound in an Obligation, pay it not at  
the day.*

**T**HE Condition of this Obligation is such, That  
whereas W. H. and R. B. by their Obligation  
or writing obligatory, bearing date, &c. are and stand  
jointly and severally bounden unto the within na-  
med I. L. in the sum of, &c. with condition endorſed, for  
the true payment of, &c. on the, &c. as by the same  
Obligation with condition endorſed, at large appear-  
eth. Now if the ſaid W. H. and R. B. their executors,  
administrators and assigns, ſhall make default in pay-  
ment of the ſaid ſum of, &c. on the ſaid, &c. in which  
the ſame ought to be paid, as aforeſaid; then if the  
within bounden I. L. his heirs, executors, administra-  
tors and assigns, or any of them, do within fourteen  
dayes next and immediately enſuing the ſaid, &c. well  
and truly pay, or cauſe to be paid unto the ſaid I. L.  
his executors or assigns, the ſumme of, &c. or ſo much  
thereof as ſhall be behind and unpaid in or upon the  
ſaid, &c. at or in, &c. without fraud or coven, that  
then this preſent obligation, &c.

*An Affignment of a Leaſe of partition, wherein three are  
joint Leſſors to a third perſon.*

**T**HIS Indenture made, &c. between H. P. of, &c. of  
the one part, and W. C. of, &c. on  
the other part, *Witneſſeth*, That *Recital.*  
whereas G. M. of, &c. and E. his wife,  
H. B. &c. and H. his wife, and T. P. &c. and M.  
his wife, in and by their three ſeveral Indentures of  
Leaſe, bearing equal date the, &c. for the ſeveral

considerations therein mentioned, did demise, grant, and to farm-let unto the said H. P. all that their said three several third parts, in three parts to be divided, of all that their Messuage or Tenement, scituate, lying, and being in, &c. then, or late in the tenure or occupation of one R. G. or of his Assignee or Assignees, with all Shops, Cellars, Solders, Chambers, Rooms, Lights, Easements, Buildings and Commodities thereunto belonging, with their appurtenances, together with all their three several third parts, in three parts to be divided, of and in such goods, wain-scot, implements of household, necessities, and things as were specified and contained in three several Schedules or Inventories indented, and

*Habend.*

to the same Indentures annexed, *To have and to hold*, all their said three several Third parts, in three parts to be divided of and in the said Messuage or Tenement, and all and singular the said other demised premises, with the appurtenances, and every part and parcel thereof, unto the said H. P. his executors, administrators and assignes, from the Feast day of, &c. then next coming after the date of the said several Indentures of Lease, unto the end and term of, &c. from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly during the said term of, &c. unto the said G. M. and E. his wife, and to the heirs and assignes of the said E, &c. and to the said H. B. and H. his wife, and the heirs and assignes of the said H, &c. and to the said T. P. and M. his wife, and to the heirs and assignes of the said M, &c. at four of the most usual Feasts in the year, (that is to say) at the Feasts of, &c. by even and equal portions, as in and by the said three several Indentures of Lease, amongst divers other Covenants, Grants, Articles, Agreements, and things therein contained, more

more fully and at large it doth and may appear.  
 Now this Indenture further witnesseth, that he the  
 said H. P. for and in consideration of the sum, &c.  
 to him in hand paid, by the said W. C. before  
 the enscaling and delivery of these presents,  
 whereof he the said H. P. doth acknowledge the  
 Receipt thereof, and of every part and parcel there-  
 of, doth clearly acquit and discharge the said W. C.  
 his executors, administrators and assignes, and every  
 of them for ever by these presents, hath granted, bar-  
 gained, sold, assigned and set over, and by these pre-  
 sents doth clearly and absolutely grant, bargain, sell,  
 assign, and set over unto the said W. C. his exe-  
 cutors, administrators and assignes, as well the said  
 Messuage or Tenement, and all other the said premi-  
 ses, with the appurtenances, and every part and par-  
 cel thereof, as also all the Estate, Right, Title, In-  
 terest, term of years to come, possession, claim, and  
 demand whatsoever, which he the said H. P. now  
 hath, may, might, should, or in any wise ought to have,  
 of, in, or to the said Messuage or Tenement and  
 premises, or of, in, or to any part or parcel thereof,  
 by force and vertue of the said three several  
 recited Indentures of Lease, or any, or either of  
 them, or otherwise howsoever, together with the  
 said three several Indentures of Lease:

*To have and to hold, the said Messuage Habend.*  
 or Tenement, the said several Inden-  
 tures of Lease, Estate, Right, Title, Interest, and  
 all and singular other the premises before by these  
 presents bargained, and sold, or mentioned, or intend-  
 ed to be hereby bargained, sold, assigned and set over,  
 and every part and parcel thereof, unto the said  
 W. C. his executors, administrators or assignes,  
 for and during all the residue yet to come and unex-  
 pired of the said term of, &c. in the same Indentures

of Lease granted, in as large and ample manner and form to all intents and purposes, as he the said H. P, now hath, may, might, or in any wise ought to have and enjoy the same; by force of the same Indentures of lease aforesaid, or otherwise howsoever: and the said H.P. doth covenant, promise and grant, for himself, his executors, administrators and assigns, and for every of them, to and with the said W. C. his executors, administrators and assigns, by these presents in form following (That is to say) that he the said W. C. his executors, administrators and assigns, and every of them, under the rents, covenants, provisoes and agreements, in the said several recited or mentioned Indentures of Lease contained, shall and may, for and during all the rest and residue now to come and unexpired of the said term, in the said several Indentures of Lease granted, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy all the said messuage or tenement, and all other the premises, with the appurtenances, and every part and parcel thereof, without the let, trouble, interruption, molestation, or contradiction of him the said H. P. his executors, administrators or assigns, or any other person or persons whatsoever, claiming from, by, or under him the said H. P. his executors or assigns, discharged also of, and from all and all manner of former and other bargains, sales, grants, surrenders, forfeitures, re-entries, cause and causes of forfeiture and re-entry, rents, arrearages of rents, charges, titles, troubles, and incumbrances whatsoever, had, made, committed, suffered or done, or to be had, made, committed, suffered or done by the said H. P. his Executors, Administrators, or Assigns, or any of them, or by any other person or persons whatsoever, claiming from, by, or under him, them, or any of them, or, by his, their, or any of their means, ast, title,

con-

consent or procurement, the rents, covenants, conditions and agreements, in the said several recited or mentioned Indentures of Lease contained, which from henceforth on the Tenants part and behalf are, or ought to be paid, performed and kept, onely excepted, and alwayes foreprized. In witnesse, &c.

*A Condition to pay a sum of money to Children at their several ages, according to the will by which it was given. The Bond made to the Exccutor.*

**T**He Condition of this Obligation is such, That whereas the within named A. B. by his last Will and Testament bearing date, &c. did amongst other Legacies and Bequests, give and bequeath to the Children of his late Brother G. B. deceased, to every one of them that should be living at the time of his Death, to be delivered unto them by equal portions, at their several ages of one and twenty years, forty pound a piece, and to G. B. by name, one of his said Brothers Children, the summe of forty pounds over and besides the said forty pounds formerly to him given as aforesaid; and did ordain that the said several sums so bequeathed to his said Brothers Children, should be delivered to their Mother, his Sister-in-law, for the use and behoof of the said Children, she putting in sufficient security to his exccutors for the payment of the said summes at their several ages above mentioned, as by the said last Will and Testament of the said A. B. may appeare, the within named M. E. and G. H. exccutors of the said last Will and Testament of the said A. B. have now paid and delivered unto the within bounden E. W. the Mother of the said Children the sum of, &c.

for the several Legacies of such of the same Children as are yet under the age of one and twenty years (that is to say) fourscore pounds for the use of the above-named G. B. according to the Bequest thereof to him made as aforesaid, forty pounds more for the use of E. B. Forty pounds more for F. B. and Forty pounds more for A. B. all Children of the said G. B. deceased, to be paid unto them at their several Ages as aforesaid; if therefore the above-bounded E. B. his heirs, executors, administrators, or assignes, or any of them, do and shall well and truly pay, or cause to be paid unto every of the said Children before named respectively (*viz.*) to G. B. E. B. F. B. and A. B. their said several sums or Legacies above-mentioned, at every of their several respective ages of twenty one years, according to the effect and true meaning of the said Will, without fraud or coven; That then, &c.

*A Condition for payment of money to a Child when he comes to age, and in the mean time to find it, and bring it up.*

**T**He Condition, &c. That if the within boun-  
 T. C. his heirs, executors, &c. do well and truly deliver and pay, or cause to be delivered and paid unto T. M. Sonne of I. M. late of, &c. the summe of, &c. within one moneth next after that the said T. shall attain and come to his full age of twenty one years; And also carefully and honestly, according to his calling and degree, keep, educate, and bring up the said T. during his non-age, with necessary and convenient meat, drink, lodging, learning, and apparel; & if the said T. M. shall happen to die and depart this life, before he shall attain his said age of one and twenty years, Then if the said T. C. his

executors, &c. do within one year next after the decease of the said T.M. pay or cause to be paid unto the within named, &c. his executors or assigns, to the use of the Children of the said T.M. which shall be then living, the said sum of, &c. to be equally distributed & divided amongst them, That then &c.

*An Assignment of a Wharf, Dock of wood, Coals, Lighters, &c. with a general release, and covenants for peaceable enjoying, &c.*

**T**His Indenture made this, &c. between T.G. of, &c. Wood-monger of one part, and I.C. of, &c. in the same Parish and County Wood-monger of the other part, witnesseth, that whereas the said I.C. being on the sixth day of Aug<sup>r</sup>, Anno Dom. 1637. and in the 13th year of his said Majesties reign that now is, lawfully possessed for divers years then to come of and in one Wharf in *Misford* lane in the Parish of, &c. & of a certain stock of wood & coals thereupon, and in the Lighters at the said Wharf, namely of 124 Chaldron of coals valued at an hundred and two pounds, two shil. & nine pence, forty thousand of oaken Billets, at, &c. six horses, six Carts, with their furniture; coal-facks, lighters, planks coal-measures, and new & old wheels about the yard, valued at, &c. All which did amount in the whole to the sum of three hundred pounds, five shillings and nine pence; and did commit unto him the said I.C. the use, occupation and managing of the said stock of Wood and Coals, and of the sum of one hundred ninety seven pounds fourteen shillings and three pence of lawful money of *England* to be laid out in buying of wood and coals to make up the whole stock five hundred and two pounds, to be used, managed,



and imployed and supplied from time to time by him the said I. C. at the said Wharf for the term of seven years then next ensuing, if the said I. and I. should so long live, upon such conditions, covenants and agreements, and in such sort as were mentioned, expressed and contained in certain articles of agreement indented, bearing date the sixteenth day of *August*, 1637. in the said thirteenth year of his said Majesties Raign, made between the said I. G. of the one part, and the said I. C. of the other part, as in and by the said articles at large it doth and may appear; and whereas it is agreed, that the agreement in the said articles shall cease and be determined, and that the said I. C. shall have, hold, retain and keep the said stock of goods and money to his own use, in consideration of the sum of, &c. of lawful money of *England*, agreed to be secured to be paid by the said I. C. to the said I. G. at certain dayes agreed upon. Now this Indenture therefore witnesseth, That the said I. G. for the consideration aforesaid, hath granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely grant, bargain, sell, assign and set over unto the said I. C. all the said stock of goods and money before mentioned, formerly delivered into the hands of the said I. C. as aforesaid; and doth also remise, release, and for ever quit-claim unto the said I. C. all actions, accompts, claims and demands whatsoever, touching or concerning the same stock of goods and money, or any part thereof; *To have and to hold* the said stock of wood, coals, money, and other things before mentioned, and every part of them unto the said I. C. his executors, administrators and assigns, to his and their own proper use and behoof, and as his and their own proper goods and chattels for ever. And the said I. G. for himself, his executors and administrators,

ministrators, and for every of them, doth covenant, promise and grant, to and with the said I. C. his executors, administrators and assigns, and to and with every of them by these presents, that he the said I. C. his executors, administrators and assigns, shall and may from henceforth for ever, peaceably and quietly have, hold and enjoy the said stock of goods and money, and the same and every part thereof, to dispose and convert to his and their own proper use and behoof, without the let, suite, trouble, claim and disturbance of him the said I. C. his executors, administrators or assigns, or any of them, or of any other person or persons whatsoever, claiming by, from or under him, them or any of them, or by, or under, or by reason of his, their or any of their act or acts, right, title, interest, means or procurement, &c. In witness, &c.

*An Assignment of a Lease of a Messuage, divers plats of ground, with Butts and Boundals, several Covenants, &c. with an Exception.*

**T**His Indenture made the, &c. day of, &c. *Anno Domini*, 1632. and the eighth year of the Reign of our Sovereign Lord King *Charles*, &c. Between S. A. of, &c. Gentleman of the one part, and F. L. of, &c. Esquire, of the other part. Whereas Sir *John T.* late of, &c. Knight and Baronet deceased, and the late right honourable N. Lord *Tafion*, and Earl of *Therant*, by the name of Sir T. N. Knight, Son and Heir apparent of the said Sir *John T.* now also deceased, by their Indenture bearing date the thirtieth day of *May*, in the fifteenth year of the reign of our said Sovereign Lord King *Charles* over *England*, &c. for the consideration therein expressed, did demise, grant and to farm let unto E. W. of, &c. his executors and assigns: all that the messuage or tenement

ment, shed and plat of ground, scituate, lying and being in *Chick-lane*, &c. containing by estimation one hundred foot in length, from the North to the South, and in bredth forty one foot, from the East to the West: the Messuage or Tenement then in the Tenure of I.W. lying on the East side thereof, and the said *Chick-lane* on the North side thereof, And the Messuage or Tenement then in the tenure of one R. S. on the West and South sides thereof. And also their part of one Messuage or Tenement, or shed, and parcel of ground lying and being in *Chick-lane* aforesaid, containing by estimation four-score and twelve foot in length, and in bredth eighteen foot, The Messuage or Tenement then in the tenure or occupation of one A.B. on the West side thereof, the said *Chick-lane* on the North side thereof; and the Messuage or Tenement then in the tenure or occupation of one H.S. on the South side thereof, and then or late before in the tenure or occupation of the said A.B. his assignee or assignees, and all and singular the Messuages, Tenements, Houses, Edifices, Buildings, Rooms, Shops, Cellars, Sollows, and void ground unto the said Messuages or Tenements, shed and plats of grounds before mentioned to be demised, belonging, or in any wise appertaining, To have and to hold to the said Edmund Waight, his Executors, Administrators and Assignes, from the Feast of the Annunciation of the blessed Lady Saint Mary the Virgin last past, before the date thereof, unto the full end and term of thirty one yeares from thence next ensuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly during the said term, unto the said Sir I. T. yearly, during his life, and after his decease, to the said right honourable N. Lord T. and Earl of *Thanet*, his heirs and assigns, the full sum of eight pounds of lawful money of *England*,  
at

at two of the most usual Feasts or Terms in the year; That is to say, at the Feasts of *St. Michael* the Arch-angel; and the Annunciation of the blessed Lady the Virgin *Mary* by equal portions, as by the same Indenture more plainly may appear. And whereas by certain other Indentures bearing date the said thirtieth day of *May*, made between the said Sir *Joh<sup>n</sup> T.* and the said N. Lord T. and Earl of *Tbazer*, by the name of Sir N. T. Knight, on the one part, and the said E. W. on the other part, it is covenanted, conditioned and agreed by and between all the said parties: And the said E. W. for himself, his Executors, Administrators and Assigns, did covenant, promise and grant to and with the said Sir I. T. and the said N. Lord T. and Earl of T. their heirs and Assigns, by the said last mentioned Indenture, That the said E. W. his Executors, Administrators and Assigns should well and truly, yearly, during the said Term of one and twenty years, pay or cause to be paid to the said Sir I. T. during his natural life, and after his decease, to the said N. Lord T. and Earl of T. his heirs and Assigns, the full sum of twenty three pounds, of lawful money, &c. for and in the name of a fine or income for the said Lease, at the two Feasts aforesaid, by equal portions. And whereas also the said Sir I. T. and the said N. Lord T. and Earl of T. by the name of N. T. Knight, have by their Indenture, bearing date the said, &c. day of *May*, for the consideration therein mentioned, demised, granted, and to farm let unto I. W. of, &c. all that their Messuage or Tenement, situate, lying and being in *Chick-lane* aforesaid, late in the tenure or occupation of one *Agnes W.* and her Assignee or Assignees, containing by estimation from the East to the West, thirty foot in breadth, and in length from the North to the South, threescore foot; The Tenement then in the occupation

tion of the said I. W. lying on the east side thereof ;  
 the Tenement then of *Ralph F.* Gentleman, on the  
 West-side thereof : the Tenements then in the tenure  
 or occupation of the said *Ralph F.* on the South-side  
 thereof ; and also all the Tenement, shed or piece of  
 ground lying and being in *Chick-Lane* aforesaid,  
 containing by estimation one hundred and twenty  
 foot of assize in length, and twenty eight foot  
 in breadth, then or late before in the tenure or occu-  
 pation of the said I. W. or his assignee or as-  
 signees ; the tenement then in the tenure or occupa-  
 tion of one I. C. lying on the East-side thereof ; and  
 the Tenement then in the tenure of one I. W. on the  
 West-side thereof, and the Tenement belonging to  
*St. Martins Organs*, on the South-side thereof ; and  
 also one other little piece or parcel of ground, situ-  
 ate, lying and being near *Chick-lane* aforesaid, &c.  
 containing by estimation in length, nineteen foot,  
 from the East to the West, and in breadth, from the  
 North to the South, sixteen foot, late in the tenure  
 or occupation of R. B. or of his assignee or assignees,  
 the Tenement then in the occupation of the said  
 I. W. on the East-side thereof ; and the Tenement  
 then in the tenure of the said *Ralph F.* on the West  
 side thereof, the Tenement then in the tenure of  
*R. S. and E. W.* on the North side thereof ; and the  
 Tenement then in the tenure of the said R. F. on the  
 South side thereof ; and also all and singular houses,  
 Edifices, Buildings, Stables and Back-sides, Back-  
 houses, shops, cellars, sollers, &c. unto the said messu-  
 age, and several plats of ground before demised, then  
 belonging or appertaining, or to or with the said de-  
 mised premises then held, used, occupied or enjoy-  
 ed, as part, parcel or member of them, or either of  
 them, *To have and to hold* all & singular the said de-  
 mised premises, with the appurtenances, to the said I. W.  
 his

his executors, administrators & assignes, from the Feast of the Annunciation of our blessed Lady the Virgin Mary, then last past before the date of the said last recited Indenture, unto the full end & term of thirty & one years from thence next ensuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly, during the said term, unto the said Sir *I. T.* during his life, and after his decease, to the said right honourable N. Lord T. and Earl of T. and his heirs and assigns, the full sum of six pounds of lawful money of *England*, at the two Feasts aforesaid, by even and equal portions. And whereas by certain other Indentures bearing date the said thirtieth day of *May*, made between the said Sir *I. T.* and the said N. Lord T. Earl of T. of the one party; and the said *I. W.* of the other part: It is covenanted, concluded, condescended and agreed by and between all the said parties: And the said *I. W.* for himself, his executors, administrators and assignes, did covenant, promise and grant to and with the said Sir *I. T.* and the said N. Lord T. Earl of T. their heirs and assignes, That the said *I. W.* his executors, administrators and assigns, should well and truly, yearly, during the said Term of thirty and one years, pay or cause to be paid to the said Sir *John T.* during his natural life, and after his decease, to the said N. Lord T. Earl of T. his heirs and assigns, the full sum of seventeen pounds of lawful money of *England*, for and in the name of a fine or income for the said Leases, at the two Feasts aforesaid, by even and equal portions, as by the same several Leases, relation being unto them had, more at large it doth and may appear: Which said several Leases, Estates, and interests of the said *E. W.* and *I. W.* of, in and to all and singular the aforesaid premises, in and by the aforesaid several Indentures of Lease demised, granted and

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continued, as aforesaid, were by mean conveyances, and sufficient assurances in the Law, conveyed to *John Withings Esquire*: And the said J. W. by deed indented under his hand and Seal, bearing date the 8. of Dec. 5. Car. hath conveyed his Estate, Interest and term of years in the said premisses, unto the said S. for, during and untill all the residue of the time then to come and unexpired of the said several Indentures of Lease granted, be fully compleat and ended, as by the same conveyances and assurances, relation being thereunto had, it doth and may appear. Now this Indenture witnesseth, That the said S. H. for and in consideration of the sum of three hundred and thirty pounds, &c. to him and his, at and before the enscaling and delivery of these presents by the said F. H. well and truly paid, whereof the said S. H. doth acknowledge the receipt, and thereof, and of every part and parcel thereof, doth hereby for ever acquit and discharge the said F. H. his executors and assigns, and every of them; hath granted, bargained, sold, assigned and set over, and by these presents, doth fully, clearly and absolutely grant, bargain, sell, assign and set over unto the said F. H. and M. his wife, all and singular the said premises above-mentioned, to be by the aforesaid Indentures, or any of them, demised, letten or granted, or mentioned, meant or intended to be in and by the same demised, letten or granted, with their and every of their appurtenances: And all the Messuages, Houses, Edifices and Buildings now standing, erected and built; and all the said Original Indentures of Demise, and all mean conveyances and assignments thereof, and of every part thereof, and all the time and term of years yet to come, and unexpired, granted, mentioned or intended to be granted in or by the said Indentures or any of them, and all the estate, interest,

*assigne*



interest, right, title, term and terms of years, claim and demand whatsoever, which he the said S. H. now hath yet to come and unexpired, of and in the said demised premises, or any of them; *To have and to hold* all and singular the said demised premises by these presents mentioned or intended to be granted, assigned or conveyed; and all the said Original Indentures of demise, and all mean conveyances and assignments thereof, and all the term of years yet to come and unexpired, of and in the said demised premises, or any of them, unto the said F. H. and M. his wife, their executors, administrators and assignes; immediately from and after the making hereof, for and during all the residue of the said several terms of, &c. years therein yet to come and unexpired. And the said S. H. for himself, his executors and administrators, and for every of them doth covenant, promise and grant to and with the said F. H. his executors, administrators, and assignes, and to and with every of them by these presents, That he the said S. H. hath not before the day of the date hereof, made, done or committed any act or acts, thing or things, Grant, Lease, Estate, or Incumbrance whatsoever; whereby, or by reason whereof the said Leases, Estates and premises before herein assigned and set over, or any part or parcel thereof, are or shall be frustrated, avoided, disturbed, or incumbered: Except one Lease made by the said F. H. and S. H. unto R. H. of a Messuage or Tenement, with the appurtenances, parcel of the premises aforesaid, now or late in the occupation of J. S. by Indenture dated, &c. now last past for the term of sixteen years, commencing from the Feast, &c. at the yearly rent of a Pepper Corn; and except certain Leases in the said Deed from the said J. W. mentioned to be excepted severally and respectively of several parts and parcels of the said premises, before

before the said S. had any estate in the premises, or any part thereof by E. W. to G. W. H. W. and T. R. &c. Upon which Leases divers several rents are respectively reserved, amounting in the whole to the sum of sixty one pounds yearly, or thereabouts: All which rents shall or may be hereafter payable to the said F. H. and M. his wife, their executors, and assigns, and except all other leases and estates mentioned and excepted in the said Deed, from the said I. W. &c. In witness, &c.

*An Assignment of a Lease, reciting divers Trases; with several Covenants.*

**T**His Indenture made, &c. *Anno Domini*, 1633. between M. T. of, &c. and H. E. of, &c. of the one part, and I. W. of, &c. and R. H. of, &c. of the other part. Whereas the Wardens and Commonalty of the Mystery of Mercers of the City of London, by their Indenture of lease under their Common Seal, bearing date the, &c. day of, &c. 1614. in the twelfth year of King James, &c. for the consideration therein expressed, did demise, grant, bargain, and to farmlet unto the right honourable T. late Earl of Exeter, deceased, that all their Close or parcel of Pasture ground, called or known by the name of, &c. containing by estimation ten acres, be it more or lesse, situate, lying and being in, &c. which Close abutterh upon the West, &c. on the East upon another Lane, then or sometimes called *Stroud lane*, leading from the, &c. towards the South, upon a plat called or known by the name of the *Court Garden*; and towards the North, upon certain lands called the, &c. and a Garden Plat, sometime in the tenure of W. R. or his assigns; which said Close called O. was sometime in the tenure of Sir T. C. deceased, the Father of the

the said Earl, or of his Assigns, To have and to hold to the said Earl of *Exeter*, his executors, administrators and assignes, the said demised close or parcel of pasture ground, from the feast day of, &c. last past, before the date of the same Indenture, unto the full end and term of thirty yeares from thence next ensuing, and fully to be compleat and ended, at and for the yearly rent of ten pounds payable, as in and by the same Indenture of Lease more at large it doth and may appear. By force whereof the said T. Earl of *Exeter* entred into the said premises, and was thereof lawfully possessed accordingly. And whereas the said T. Earl of E. (being of the premises so possessed, as aforesaid) by this Indenture bearing date the nine and twentieth day of *October*, 1615. and in the &c. year of the said Majesties reign, for the consideration therein exprest, did grant, assign and set over all his estate and interest in the premises, unto Sir W. S. of, &c. Knight, his executors and assignes: as by the same Indenture of Lease more at large appeareth. And whereas also the said Sir W. B. by this Indenture of Lease bearing date the fifteenth day of *February*, Anno Domini, 1625. and in the, &c. year of his said late Majesties Reign, for the consideration therein exprest, did demise, grant and to farm-let unto C. Cundal of, &c. All that piece of ground, parcel of the said Close or Pasture, called and known by the name of E. alias, &c. containing in bredth throughout the whole length, twenty foot of assize, &c. or thereabouts, adjoining to, &c. Together with free ingresse, egress, regresse, way and passage to and for the said C. his executors and administrators, and to and for his and their friends, servants and assignes, with horses, carts, and carriages, or without at their wills and pleasures, in and from the said demised premises, at all fit and convenient times, in, by  
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and through the said wayes set forth, or hereafter to be set forth by the said Sir W. S. his Executors, Administrators or assignes, in or upon the same Close, To have and to hold the said parcel of ground, and other the before demised premisses, with the appurtenances, to the said C. Cundall, his Executors, Administrators and assignes, from, &c. next ensuing the date of the same Indenture, unto the full end and term of twenty and eight years from thence next ensuing, and fully to be compleat and ended. Yielding and paying therefore yearly, during the said term of eight and twenty years, unto the aforesaid Sir W. S. his executors, administrators and assignes, the sum of four hundred pounds of, &c. at the Feasts of, &c. as in and by the same Indenture of Lease, amongst divers other Covenants, Grants, Articles, and Agreements therein contained, more at large also it doth and may appear. By force whereof the said C. Cundall entered into the said parcel of ground with the appurtenances, and was thereof lawfully possessed accordingly. The estate and interest of which said C. Cundall, of, in, and to the same premisses, did afterwards lawfully come to the hands and possession of the said I. W. And the said I. W. did erect and set up certain Tenements, Sheds and Edifices, in and upon the same parcel of ground so demised, to the said C. Cundall, as aforesaid. And whereas also the said Sir W. S. by his Indenture bearing date the, &c. last past, for the consideration therein expressed, did grant, bargain, sell, assigne and set over all his estate, right, title, interest, reversion, claim and demand, of, into and out of the said Close or parcel of pasture ground, called *Mins field, alias, Long-Acre*, with the appurtenances, unto the said H. E. his executors and assignes, for and during all the rest and residue of the aforesaid term of thirty years then to come and unexpired, as  
in

n and by the same Indenture, relation being there-  
unto had, more at large it doth and may appeare.  
Which assignment to the said H. E. was in trust for  
the use and behoof of the said M. F. his executors,  
administrators, or assignes. Now this Indenture  
witnesseth, that the said M. F. and H. E. for and in  
consideration of the summe of, &c. to the said M. F. by  
the said I. W. at, and before the enscaling and delivery  
of these presents, well and truly paid, the receipt  
whereof the said M. F. doth hereby acknowledge,  
and thereof, and of every part and parcel thereof,  
doth clearly acquit, exonerate and discharge the said  
I. W. his executors, administrators and assignes, and  
every of them; have granted, bargained, aliened,  
sold, assigned and set over, and by these presents doth  
clearly and absolutely grant, bargain, sell, assign and  
set over unto the said R. H. by and with the consent  
and direction of the said I. W. all that and every  
of their reversion or reversions, of and in the said  
parcel of ground, demised by the said Sir W. S. to  
the said C. Cundall, as aforesaid, and of and in all  
houses, edifices, and buildings, erected, standing or  
being in or upon the same parcel of ground, or any  
part thereof, and the said yearly rent of four pounds  
reserved due and payable for the same premises, and  
all other rents, issues, and profits of the said premises,  
and also all the estate, right, title, interest, property,  
reversion, claim and demand whatsoever, which they  
the said M. F. and H. E. or either of them, now have  
or hath, or may, might, or ought to have, claim and  
demand of, into, or out of the said parcel of ground,  
houses, edifices and buildings aforesaid, or any of  
them; or of, into, or out of any part or parcel there-  
of: Together also with the Counterpart of the said  
Lease, made by the said Sir W. S. to the said C. C  
dall, as aforesaid, To have and to hold the said parcel of  
H 2 Ground,

Ground, Houses, Edifices, Buildings, Reversion, Rents, and all other the premises before in and by these presents granted, bargained, sold, assigned or set over, and every part and parcel thereof, with their and every of their appurtenances, unto the said R. H. his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the foresaid thirty years yet to come and unexpired. And the said M. F. for himself, his executors and administrators, and for every of them doth covenant, promise and grant, to and with the said R. H. his executors, administrators and assigns, and to and with every of them by these presents in manner and form following; that is to say, that it shall and may be lawful to and for the said R. H. his executors, administrators and assigns, and every of them from time to time and at all times hereafter, for and during the rest and residue of the said term of 30. years yet to come and unexpired, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said parcel of ground; houses, edifices and buildings, and the rents, issues, and profits thereof, shall or may have, receive, take, and convert to his and their own proper use and behoof, without the lawful let, sure, trouble, eviction, disturbance or interruption of them the said M. F. or H. R. or any of them, their or any of their executors, administrators or assigns, or any of them, or of any other person or persons whatsoever, lawfully having or claiming, or which shall lawfully have or claim any lawful estate, right, title or interest of, in, to, or out of the said premises, or any part thereof, by, from or under them or either of them, or by reason of their act or acts right, title, means or procurement, other than such as shall claim by force of the said Lease made to the said C. Lundal, and also free and clear, and freely and clearly acquitted, exonerated and discharged by the said M. F.

his

his executors or administrators, or some or one of them from time to time, and at all times during the residue of the said term of 30 yeares, yet to come and unexpired, and well and sufficiently saved and kept harmlesse, of, for, from, touching & concerning the said yearly rent of ten pounds, reserved upon the said original Lease, and by and from the said Wardens and Commonalty of the Myſtery of *Mercers*, to the said Earl of *Exeter*, as aforeſaid, as alſo free of all incumbrances, had, made, committed, ſuffered or done by them the ſaid M. F. and H. E. and either of them, their executors, administrators, or any of them, by their or any of their act or acts, default, means or procurement. And the ſaid H. E. for himſelf, his executors, administrators and aſſigns doth covenant and grant, to and with the ſaid, &c. his executors, &c. and to and with every of them by theſe preſents, That it ſhall and may be lawful to and for the ſaid R. H. his executors, administrators and aſſigns, and every of them from time to time, and at all times hereafter, for and during the reſt and residue of the ſaid term of 30 years yet to come and unexpired, peaceably and quietly to have, hold, uſe, occupy, poſſeſſe and enjoy the ſaid parcel of ground, houſes, edifices, buildings, Rents, Reverſions, and all other the premiſſes before, in and by theſe preſents granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, with their and every of their appurtenances, without the let, ſute, trouble, eviction, diſturbance or interruption of him the ſaid H. E. his executors, administrators or aſſigns, or any of them, or any other perſon or perſons whatſoever, lawfully claiming, or which ſhall or may lawfully claim, by, from or under him, them or any of them, or by, from or under, or by reaſon of his, their or any of their act or acts, right, title, intereſt, means or procurement. In witneſſe, &c.



*A Lease of divers Lands, &c. with a covenant to pay  
Hetiots upon Death, &c. with many other substanti-  
al covenants.*

**T**His Indenture made the, &c. between Sir H. Oniel,  
of, &c. Knight of the one part, and G. R. of, &c.  
Gentleman of the other part; Witnesleth, That the  
said Sir H. Oniel, as well for and in consideration of a  
certain sum of money to him in hand paid, as also  
for divers other good causes and considerations him  
thereunto moving, hath demised, granted, bargained,  
sold, and to farm-letten, and by these presents doth de-  
mise, grant, bargain, sell, and to farm-let, unto the  
said G. R. all those four Towns or Town-lands, com-  
monly called or known, or reputed to be known by  
the several names of *Cashall K.E.F.*, &c. situate and  
being within the Mannour, &c. in the County of, &c.  
according as the same are bounden, meeted or buttred,  
by and with the ancient meets and bounds thereof, and  
as the said Towns or Townships, and every or any of  
them have been enjoyed by the said Sir H. Oniel, or  
any other his Farmours, Lessees, or Under-tenants, and  
now, or late in the respective tenures, possession or  
occupations of the said Sir H. Oniel, or his under-ten-  
nants, Farmours, Lessees or assigns of him the said  
H. O. Together with all and all manner of houses,  
edifices, buildings, orchards, gardens, yards, lands,  
meadowes, pastures, wayes, waters, water-courses,  
commons, profits, easements, commodities, emolu-  
ments and hereditaments whatsoever, to the said four  
Towns, or Town-lands, them or any of them belong-  
ing, or in any wise appertaining, or with them or  
any of them, used, occuppyed, or enjoyed: And all  
Rents, and yearly profits, and other duties and servi-  
ces

ces reserved or payable upon or by reason of any Lease or Leases, Demises, or Grants heretofore to any person or persons, covenanted or made of the premises, or any part or parcel thereof, and the Reversion and Reversions of the said four Townes or Town-lands, and every of them, and of all and every the before demised premises, depending or expectant, or remaining upon any Demises, Leases, or Grants now in being, or at any time pretended to be, of the said premises, or any part thereof, for term of life or lives, or for term of yeares, or otherwise howsoever. Except and alwayes reserved out of this present Demise and Grant of the said demised premises, unto the said Sir H. Ouel, his heirs, and assigns, all timber trees, woods, and under-woods, now growing, standing or being, or hereafter to grow, stand or to be in or upon the said Townes; or Town-lands, or in or upon any part or parcel thereof, together with all felons goods, waifes, estrayes, mines, minerals, priviledges, royalties, and franchises whatsoever, to the said Towns, or Town-lands, or any of them belonging or in any wise appertaining: and together also with free ingresse, egress, and regress, for taking, having, digging, receiving, selling, footing and carrying away the said Timber-trees, woods, or underwoods, or the Royalties, Priviledges, and Freedomes aforesaid. To have and to hold the said Townes or Town-lands before mentioned, and all other the premises, before, in or by these presents demised and granted, bargained and sold, and every part and parcel thereof, with their and every of their appurtenances, and the Reversion and Reversions, rents and yearly profits of the same, and of every part and parcel thereof, unto the said G. R. his Executors, Administrators and Assignes, from the Feast day of *All Saints* last past, before the date of these

presents, unto the full end and term of ninety and nine years from thenceforth next ensuing, and fully to be compleat and ended : Yielding and paying therefore yearly, and for every year during the said term unto the said H. Oniel, his heirs and assignes, the yearly rent or sum of, &c. of currant money of England, at the Feasts of Philip and Jacob, and All Saints, by even and equal portions ; as within one and twenty dayes next after any of the said Feasts. And if it happen the said yearly rent to be behind and unpaid in part or in all, contrary to the reservation aforesaid ; and no sufficient distresse can or may be found or taken in and upon the said demised premises ( A demand thereof being by the said Sir H. Oniel, his heirs or assignes first made ) That then, and from thenceforth it shall and may be lawful to and for the said Sir H. Oniel, his heirs or assignes, or any of them into the said four towns or town-lands, and all and singular the aforesaid demised premises, with the appurtenances, or into any part or parcel thereof, in the name of the whole to re-enter, and the same to claim, have again, enjoy and re-possesse, and in his and their first and former estate ; any thing in these present Indentures contained to the contrary in any wise notwithstanding ; and the for new build- said G.R. for himself, his heirs, executing 3 Mes- tors, administrators and assignes, and suages on the for every of them, doth covenant, promise and grant to and with the said Sir H. Oniel, his executors, administrators and assignes, and to and with every of them by these presents, in manner and form following, that is to say, that he the said G.R. his executors, &c. shall and will within the space of ten years next ensuing the date of these presents, at his and their own proper costs and charges, erect, new build and set up, in  
and

& upon some convenient part of the premises by these presents demised, three messuages, tenements or houses fit and convenient for habitation, to be so erected, of timber, stone or brick, according to the most usual manner of building now used within the Realm of England, and the same being thus built, shall from time to time, and at all times during the aforesaid term of &c. years, keep and well maintain in good repair: And shall and will likewise from time to time, during the said term, well and sufficiently repair, amend, maintain and keep all the houses, edifices, hedges, ditches, fences and inclosures, in and about the said demised premises, or any part thereof, in good and sufficient reparations, and the said demised premises, and every part thereof, being so well and sufficiently repaired, maintained, hedged, fenced, ditched & amended, in the end of the said term shall and will quietly leave and yield up unto the said Sir H. O. his executors, administrators and assigns. And that the said G. R. his executors, administrators and assigns, and his and their under-tenants, shall and will from time to time, during the said term, grind all their several kind of grain whatsoever, that they or any of them shall expend in and upon the said demised premises, or any part thereof, at the mill or mills of him the said H. Oniel. And the said G. R. for himself, his executors, administrators and assigns, and for every of them doth further covenant, promise and grant to and with the said Sir H. Oniel, his heirs and assigns, and to and with every of them by these presents, That he the said G. R. his executors, administrators or assigns, shall or will well and truly pay or cause to be paid unto the said Sir H. O. his heirs or assigns, such several and respective Heriots for the said demised premises as are hereafter in these presents mentioned and expressed:

*A covenant  
to pay Heriots.*

expressed: That is to say, upon the death of the said G. R. his Executor or Administrators dying Tenant in possession of the said premisses or any part thereof, his or their best Beast in the name of one Heriot, and upon the decease of every of his or their Leases, Farmour of Under-tenant of the said premisses, or any part thereof, one half of the value of the price of his or their best beast, in full liew and satisfaction for the whole Heriot. And the said H. *Oziel* for himself, his heires, executors and administrators, and for every of them doth covenant, promise and grant to, and with the said G. R. his Executors, Administrators and Assignes, and to and with every of them by these presents, That it shall and may be lawful to and for the said G. R. his executors, administrators and assignes, and his or their Lessees, Farmours, and Under-tenants, from time to time, and at all times hereafter during the said term, to have and take, in and upon the said demised premisses, competent and sufficient house-boot, plough-boot, cart-boot, hedge-boot, and fire-boot to be spent, expended and imployed, in, about, and upon the same premises, and not elsewhere. And the said Sir H. *Oziel* for himself, his heirs, executors and administrators, and for every of them, doth further covenant, promise and grant, to and with the said G. R. his executors, administrators and assignes, and to and with every of them by these presents in manner and form following: That is to say, That the said Sir H. *Oziel* is, and standeth lawfully seized of and in the said four Towns, Town-lands or Town-ships before mentioned in these presents; and of and in all other the demised premises, with their appurtenances, of such good, perfect and lawful estate of inheritance in Fee-simple, as that he the said Sir H. *Oziel*, hath in himself, good right, full power, and lawful authority hereby to demise, grant, bargain, sell and to farm-

farm-let the said four Townes or Town-lands before mentioned, and all other the premises aforesaid, with their and every of their appurtenances, unto the said G. R. his executors, administrators and assignes, for such term of years, and in such manner and form as is herein before mentioned and expressed: And for the further and better securing and confirming of the said four Towns or Town-lands, and other the premises with the appurtenances, unto the said G. R. his executors, administrators or assignes, for and during the term aforesaid, and in manner and form as is aforesaid, according to the true intent and meaning of these presents, The said Sir H. Oniel for himself, his executors, administrators and assignes, and every of them, doth covenant and grant to and with the said G. R. his executors, administrators and assignes, and every of them by these presents, That the said G. R. his executors, administrators and assignes, and every of them, shall, and lawfully may, from time to time and all times hereafter, during the said term, by these presents granted, peaceably and quietly have, hold, occupy, possesse and enjoy well and truly the said four Townes or Town-lands, without any molestation or hinderance wrought by the said H. Oniel, or any claiming by, from or under him, and also shall and may take, receive and perceive all Rents, and all other profits of the said four Towns or Town-lands; and all other the premises, before, in, or by these presents granted, bargained, sold, or to farm-letten, or mentioned, agreed or intended to be hereby granted, bargained, sold, and to farm-letten; and every part and parcel thereof, with their and every of their appurtenances, under the Rents, covenants and agreements in these presents reserved, mentioned or contained, without the lawfull let, sute, trouble, eviction, molestation, or interruption.

ruption of the said Sir H. Oniel, and the Lady M. his Wife, and of the heirs or assignes of the said Sir H. Oniel, or any of them, or of any other person or persons whatsoever, lawfully claiming, or which shall claim, by, from or under him, her, them, or any of them free and clear, and freely and clearly acquitted, exonerated and discharged, or well and sufficiently saved and kept harmlesse, of, for, from, touching and concerning all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Estates for years, Statutes-Merchant, and of the Staple Recognizances, Judgements, Executions, Annuities, Rents, Charges, Rents seck, and all other charges, titles, troubles and incumbrances whatsoever, heretofore had, made, committed, suffered, done or assented unto by the said Sir H. Oniel (except the yearly Rent herein before reserved) In witnesse, &c.

*A Joynture with divers limitations, &c. with a Proviso for Revocation.*

**T**HIS Indenture made the, &c. between V. W. of, &c. Esquire, and F. his Wife, formerly the wife of G. A. Esquire, deceased, of the one part: And A. B. of, &c. Esquire, I. P. of, &c. Gentleman, and I. C. of, &c. Merchant, on the other part, witnesseth, That the said V. W. as well for and in consideration of a Marriage, heretofore had and solemnized by and between the said V. W. and the said F. his now Wife, and for settling of a competent Joynture for the said F. if it shall happen to survive the said V. W. and for the settling, assuring and conveying of all and singular the Mannors, Lands, Tenements and hereditaments, hereafter in these presents mentioned, with their and every of their appurtenances, in the name and blood of the said V. W. for so long time

as



as it shall please Almighty God, and to the several uses, intents and purposes, and in such manner and form as hereafter in and by these presents is expressed, mentioned and declared, according to, and in pursuit of a certain agreement made between the said V. W. and F. before their said inter-marriage. And also for divers other good and valuable considerations him thereunto especially moving, hath granted, aliened, infeofed, released and confirmed, and by these presents doth grant, alien, infeof, release and confirm unto the said A. P. I. P. and I. G. their heirs, and assigns, all that the Mannor of S. M. with all and singular the Rights, members and appurtenances whatsoever thereunto belonging, or in any wise appertaining, situate and being in the said County of H. And also all and singular the messuages, lands, tenements, tofts, crofts, houses, edifices, buildings, barns, stables, dove-houses, mills, orchards, gardens, meadowes, leasoes, pastures, closes, feedings, parks, warrens, commons, waters, fishings, ponds, pools, moors, marches, woods, under-woods, furzes, heaths, waists, rents, reversions, services, views of frank, pledge, courts, barons, perquisites, and profits of Leets and Courts, waifes, estrayes, felons goods, goods of fugitives and out-lawes, Tythes, Oblations, obventions, Royalties, priviledges, Jurisdctions, Preheminencies, and hereditaments whatsoever of him the said V. W. situate, lying and being, renewing, growing, or coming in S. M. aforesaid, or elsewhere in the said County of H. And also all that the advowson, donation nomination, presentation, free disposition, and right of patronage of the Parish Church of S. M. aforesaid: And all and every the profits, commodities, emoluments, and other hereditaments whatsoever, with all and singular the appurtenances of him the said V. W. situate, lying  
and

and being, coming, growing, arising, and renewing within the Town, Fields, Parish, Hamlets, and Territories of S. M. aforesaid, or elsewhere within the said County of H. and all the estate, right, title, interest, property, claim, and demand whatsoever of him the said V. W. of, in and to the same manour, messuages, tenements, hereditaments, and other the premisses, and every part and parcel thereof; and the reversion and reversions, remainder and remainders thereof, and of every part thereof, and all and every the rent and rents thereupon reserved, due and payable, or any part thereof. All which premisses were by the said V. W. bargained and leased to the said A. B. I. P. and I. G. their ex:utors or assignes, by Indenture bearing date, &c. for the term of three moneths next ensuing the making of the said Indenture, as in and by the same Indenture, reference being thereunto had, may more fully and at large appear. To have and to hold the said Mannor of S. M. with the appurtenances, and all and singular the said Messuages, Tofts, Crofts, Lands, Tenements, and the said advowson and right of Patronage of the Parish Church of S. M. aforesaid, and every the profits, and emoluments hereby arising and renewing, and all and singular other the premisses hereby conveyed and assured, or meant or mentioned, or intended to be by these presents conveyed and assured, with their and every of their rights, members and appurtenances, and the reversion and reversions, remainder and remainders thereof, and of every part thereof, unto the said A. B. I. P. and I. G. and their heirs and assignes, to the several uses, intents and purposes, and upon the trust and confidence, and under the several provisions, conditions and limitations hereafter, in and by these presents expressed, limited and declared, and to and for none other use, intent or purpose whatsoever:

( That

(That is to say) as for and concerning all the farm-  
messuage or tenement commonly called or known  
by the name of *Causin-Farm*, and all and every the  
houses, buildings, barnes, stables, yards, gardens,  
orchards and lands, arable Meadow, and Pasture,  
containing by estimation one hundred acres, be the  
same more or lesse; to the said messuage, farm or te-  
nement belonging, or in any wise appertaining, with  
the appurtenances, situate, lying and being in S. M.  
the appurtenances now or late in the tenure or occu-  
pation of the said A. B. or his assignes: And all the  
farm, messuage, or tenement in S. M. aforesaid, to-  
gether with all and every the houses, edifices, build-  
ings, barnes, stables, yards, gardens, orchards,  
arable lands, containing by estimation sixty acres, be  
the same more or lesse, and all closes, meadows, pa-  
stures, and hereditaments to the said messuage or te-  
nement belonging, or in any wise appertaining, with  
the appurtenances now or late in the tenure or occu-  
pation of the said A. B. or his assignes; and also all  
that messuage or tenement, houses, buildings, barnes,  
stables, orchards, gardens, arable lands, containing  
by estimation a hundred acres, be the same more or  
lesse, closes, meadows, pastures, lands, tenements  
and hereditaments to the said messuage or tenement  
belonging, or in any wise appertaining, situate,  
lying and being in S. M. aforesaid, with the appurte-  
nances heretofore in the tenure or occupation of C. D.  
and now or late in the tenure or occupation of T. W.  
or his assignes; and all those arable Lands, con-  
taining by estimation thirty acres, be the same more  
or lesse, and all those closes, meadows, pastures,  
lands, tenements and hereditaments, with their and  
every of their appurtenances, situate and being in  
S. M. aforesaid, now or late in the occupation of, &c.  
or his assignes; and also all those twenty acres of a-  
rable

arable lands, meadows or pasture in S. M. aforesaid, now or late in the tenure or occupation of W. H. or his Assignes: Together with all and singular wayes, easements, commons, common of pasture, profits, and commodities whatsoever to the said premises, or any part thereof belonging or appertaining, or therewith used and enjoyed, or excepted, reputed or taken as part, or parcel, or member thereof, with their and every of their appurtenances, To the use and behoof of the said V. W. for and during the term of his natural life, without impeachment of or for any manner of strip or wast; and from and after his decease, to the use and behoof of the said F. for and during the term of her natural life, for her Joynture, and in lieu and recompence of her Dower and title of Dower, and from and after the several deceases of them the said V. W. and F. his Wife, then to the use and behoof of the first Son of the body of the said V. W. on the body of the said F. lawfully begotten or to be begotten, and of the heires males of the body of such first Son, lawfully to be begotten: and for default of such issue, then to the use and behoof of the second Son of the body of the said V. W. on the body of the said F. lawfully begotten or to be begotten, and of the heires males of the body of such second Son lawfully to be begotten: and for default of such issue, to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other Son on the body of the said F. lawfully begotten, or to be begotten, and of the heirs males of the body of every such to be begotten Son lawfully to be begotten, the eldest Son, and the heirs males of his body being alwayes preferred before the younger Son, and the heirs males of his body, according to the seniority and priority of birth and age: and for default of such issue, then as for and concerning

ning, all, and singular the premisses hereby limited  
 and appointed to and for the Joynture and liveli-  
 hood of the said F with their and every of their ap-  
 purtenances, and the reversion and reversions, re-  
 mainder and remainders thereof, and of every part  
 thereof, to the use and behoof of the said A B I P  
 and I G and their assignes, for and during the term  
 of their natural lives, and the life of the longest liver  
 of them, and from and after the decease, and the  
 decease of the Survivor of them, to the use and  
 behoof of the executors, administrators and assignes  
 of the Survivor or Survivors of them the said A B I P  
 and I G for and during, and unto the full end and  
 term of sixty yeares from thence next ensuing, and  
 fully to be compleat and ended, upon trust and con-  
 fidence, and to the uses, intents and purposes  
 hereafter in and by these presents limited, expressed,  
 and declared; (that is to say) from and after the  
 decease of them the said A B I P and I G and of  
 the Survivor of them, and from and after the end, ex-  
 piration and other determination of the said term of  
 threescore yeares, as aforesaid, then as for and concern-  
 ing the reversion and reversions, remainder and re-  
 mainders of the said messuage, lands, tenements and  
 premisses so limited, for lives and yeares aforesaid;  
 And as for and concerning all that the Mannor of S  
 M aforesaid, Mannor-house or Capital messuage,  
 and all and every the houses, edifices, buildings,  
 barnes, stables, yards, orchards, gardens, lands,  
 closes, meadows, pastures, feedings, tenements and  
 hereditaments, commonly called or known by the  
 name of the Demesne Lands of the Mannor of S M  
 aforesaid, situate, lying and being, enclosed and en-  
 ironed with a Ring-hedge, near about the said Capital  
 messuage, and for and concerning all other the lands,  
 closes, meadows, pastures, feedings, tenements  
 I and

and Hereditaments, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders thereof, whereof no estate, use or uses, is or are herein formerly limited and declared, to the use and behoof of the said V. W. and his assignes, for and during the term of his natural life, without any impeachment of or for any manner of strip or waft, and from and after his decease, to the use and behoof of such person or persons, for such estate and estates, and for such use and uses, and in such sort, manner and form, as the said V. W. by any his Deed or Deeds, in writing, indented, sealed, delivered and executed in the presence of three credible witnesses at the least, shall declare, limit and appoint, and until such declaration, limitation or appointment then to the use and behoof of G. W. eldest son of the body of the said V. W. and of the heirs males of the body of the said G. W. lawfully begotten, or to be begotten, and for default of such issue, then to the use and behoof of R. W. second son of the body of the said V. W. begotten, and of the heirs males of the body of the said R. W. lawfully to be begotten, and for default of such issue, to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other son of the body of the said V. W. lawfully begotten, or to be begotten, and of the heirs males of the body of every such to be begotten son, lawfully to be begotten, the elder son and the heirs males of his body to take place, and be preferred according to the seniority and priority of birth and age; and for default of such issue, to the use and behoof of the heirs of the said V. W. lawfully begotten or to be begotten; and for default of such issue, to the use and behoof of the right heirs of the said V. W. for ever. And the true intent and meaning of these presents, and of all the parties hereunto upon the execution

tion of these presents is, and the special trust and confidence in them the said A. B. I. P. and I. G. their executors, administrators and assigns hereby reposed, is hereby declared and agreed to be, That if in case the said V. W. shall depart this life, having no issue male of his body upon the body of the said F. lawfully begotten, or without leaving the said F. with childe of a Son who hereafter shall be born alive, and having at the time of his decease, one, two or more Daughters of his body, on the body of the said F. lawfully begotten, then living; or if there be one only Daughter, if she be not preferred in marriage with eight thousand pound portion; or if there be two such Daughters, and if they be not severally preferred in marriage with one thousand pound a piece, or if there be three such Daughters, if they be not preferred in marriage, with portions of one thousand Marks a piece, as is hereafter mentioned: Or if the said V. W. leaving the said F. with childe of one or more Daughter or Daughters, who shall after be born alive, that then the said A. B. I. P. and I. G. the Survivor and Survivors of them, his and their executors, administrators and assigns, out of the rents, issues and profits of the said Messuages, Cottages, Closes, pastures, meadowes, tenements, hereditaments, and other the premises with the appurtenances so to them limited and appointed for lives and yeares as aforesaid, shall raise and levy as soon as conveniently may be for the portion of such Daughter, if there be but one, the sum of two thousand pounds of lawful &c. to be paid to such only Daughter, her executors and assigns, at her age of eighteen years, or day of marriage, which shall first happen, or as soon as the said sum of two thousand pounds can be raised: And if there shall be two such Daughters, the sum of one thousand pound a piece: or if there be three Daughters,



then for the portions of the three Daughters, the sum of one thousand marks a piece of current, &c. to be paid to them, their executors and assigns severally and respectively, at their several and respective ages of eighteen years, or dayes of marriage, which shall first happen; or as soon as the same can be conveniently raised: And upon this further trust and confidence, and to the intent and purpose, that if it shall happen the said V W die, leaving one only daughter, or two or three daughters of his body, on the body of the said F begotten, then living or afterwards to be born as aforesaid; And that the said only Daughter shall happen to depart this life before she accomplish her age of eighteen years, or day of marriage, or if there fortune to be two or more daughters, then if both or all the said daughters die or depart this life before either or any of them accomplish their several ages of eighteen years, or be married, as aforesaid; then the said several sums of money intended for the portions and advancements of such daughter or daughters as aforesaid, or so much thereof as shall be raised or levied out of the Rents, issues and profits of all or any the premises (all charges and expences being defrayed, wherein full and liberal allowance shall be made and given) shall be satisfied or paid to such person or persons as the said V W his heirs or assigns by any writing under his or their hand, subscribed in the presence of two or more credible witnesses, shall limit and appoint. And in default of such limitation and appointment, to the Executors or Administrators of the said V W and his heirs. And upon this further trust and confidence, and to the intent and purpose that the said A B I F and I G and the Survivor and Survivors of them, his and their executors and assigns, shall out of the Rents, issues and profits of the said messuages, cottages, lands, tenements,

ments, hereditaments and premises so to them limited for raising of portions, as aforesaid, with their and every of their appurtenances, levy and pay; or cause to be levied and paid to and for the maintenance of such Daughter or Daughters as aforesaid; if there be but one only Daughter, the summe of 50 l. *per annum*; and if there be two or three Daughters, the sum of 30 l. *per annum* a piece, untill such Daughter or Daughters respectively shall attain to her or their age of eighteen years, or shall be married, and her or their portions paid as aforesaid. Provided alwayes, that it is the true intent and meaning of all the said parties to these presents, That if the said V W shall happen to depart this life without any issue female of his body upon the body of the said F begotten, or without leaving the said F with Child of one or more Daughters that shall be after born alive, That then the estate and estates so limited, as aforesaid, to the said A B I P and I G for their lives; and after their deceases, to their executors and administrators for sixty years, shall cease, determine and be utterly void. Provided also, that from and immediately after such time as the aforesaid A B I P and I G their executors or assigns, shall or might have limited and raised the said several summes for portions, and present maintenance of such Daughter and Daughters as aforesaid, that the said estate for lives and years limited to them in trust as aforesaid, shall cease, determine, and be utterly void; and the said messuages, cottages, lands and tenements, and all and singular other the premises so to them limited as aforesaid in trust, shall immediately go and be to such person or persons to whom the reversions or remainder of the said messuages, lands and premises shall belong and appertain. And the said V W for himselfe, his heirs, executors, administrators and assigns,

and every of them, doth covenant, grant, and agree, to and with the said A B I P and I G their heires, executors, administrators and assignes, and to and with every of them by these presents, that the said Messuages, Cottages, Closes, Meadows, Pastures, Tenements and hereditaments, and all and singular other the premises, before by these presents so respectively limited and appointed for the Joynture of the said F now are, and so from time to time, and at all times hereafter (for and notwithstanding any act or default of the said V. W. his heirs and assignes, or any of them) shall remain, continue, and be to the said F and her assignes, of the clear yearly value of &c. over and above all charges and reprises. Provided alwayes, and upon this further condition, and to the further use, intent and purpose, That if the said V. W. happen to depart this life, leaving a Son of his body on the body of the said F lawfully begotten, and the said F do him survive, and afterwards to inter-marry with any person or persons whatsoever, that then, from and immediately after the said marriage as for and concerning one full fifth part, (in five parts to be divided) of all and singular the said messuages, lands, tenements and hereditaments, with the appurtenances before hereby specified to be limited and appointed to and for the Joynture of the said F aforesaid; that the use and uses, estate and estates thereof limited to the said F shall cease, determine, and be utterly void, and that from thenceforth they the said A B I P and I G and the Survivors and Survivor of hem, his and their heirs and assignes, shall stand and be seized of the full fifth part of the said messuages, lands, and premises, from and immediately after the inter-marriage of the said F to the use and behoof of the said Son of V W on the body of the said F begotten, for and during the term of the natural  
life

life of the said F. for her maintenance, any thing herein contained to the contrary in any wise notwithstanding. Provided also and upon this condition, and so it is covenanted, granted, declared and agreed by and between all and every of the said parties to these presents, and their heirs and assigns, respectively, and it is the true intent and meaning of these presents, that it shall and may be lawful to and for the said V. W. at any time hereafter during his natural life, from time to time, by one or more Indenture or Indentures under his hand and Seal, to lease, demise, set and to farm let all, and every or any of the said manors, messuages, lands, tenements, hereditaments and premices, with the appurtenances, which have been usually set and to farm letten, unto any person or persons whatsoever, for the term of three lives, or for any number of years determinable upon one, two or three lives, or for the term of one and twenty yeares or over or under in possession and not in reversion, so as upon every such Lease and Demise, the antient and customed rent, or more, or the rent or the rents now payable or paid, or more (over and besides Duties, Heriots, and Services due and accustomed) be thereupon reserved, and so as such Rents, Duties, Heriots, and Services upon such Lease and Leases, severally reserved, shall and may be, and continue due and payable unto him, her or them respectively and Successively, unto whom the reversion and reversions, and remainder thereof, is hereby limited and appointed as aforesaid. Provided also, and upon this further condition, and so it is covenanted and agreed by and between all and every the parties to these presents, that if at any time from and after the death of the said V. W. the said G. W. Son and heir of the said V. W. or such other person or persons as shall be heirs at law of the said V. W.

shall and do well and truly satisfie and pay, or cause to be satisfied and paid unto the said A B I P and I G and to the Survivor or Survivors of them, his and their heirs, executors, administrators and assignes, if H A Son of the said F be then living, the sum of four thousand and five hundred pounds of current &c. And if the said H A be dead, the sum of five thousand pound of like current money, at or in the &c. To the end, that thereby the said A B I P and I G their heires, executors, administrators and assignes, may be thereby enabled to purchase Lands, and Tenements, of the value of &c. or may employ and dispose of the same for the use, benefit and advantage of the issue of the body of the said F lawfully begotten or to be begotten, or if the said V W or the said heir at Law as aforesaid, or any of them, shall at their own proper costs and charges, settle, convey and assure, or cause and procure to be conveyed and assured, other Lands, Tenements, and Hereditaments, which shall be of the clear yearly value of two hundred and fifty pounds *per annum*, above all charges and reprises, unto the said A B I P and I G their heirs and assignes, and to the Survivors and Survivor of them, his and their heirs, executors, administrators and assignes, to the like several uses, intents and purposes, and upon the like trusts and confidences, and under the like conditions, provisos, powers and limitations as are hereby formerly limited and appoinied, excepting only the said messuage, lands and tenements herein and hereby limited to and for the Joynture of the said F that then and immediately from and after such payment or settlement, as aforesaid, the several uses and estates herein and hereby limited (other than the estate for life limited to the said F as aforesaid) of, for or concerning the said land and premisses, for the use and benefit of the

the issue of the body of the said V W on the body of the said F lawfully begotten or to be begotten, and every of them shall cease, determine, and be utterly void. And the said V W for himself, his executors, administrators and assignes, doth covenant, grant, and agree, to and with the said A B I P and I G their heirs and assignes, and to and with every of them by these presents; That for or notwithstanding any act or thing whatsoever heretofore done or suffered by the said V W his heirs or assignes, or hereafter by him, them or any of them, to be done or suffered to the contrary, the said V W now is, and so at the time when the first estate of the said Mannor, Advowson, Messuages, Lands, Tenements and premises, and every part and parcel thereof, shall be conveyed and assured to the said A B I P and I G their heirs and assignes, to the uses aforesaid, shall stand and be seized thereof, of a good, perfect, absolute and indefeazible estate of inheritance in fee-simple or fee-tail, without any reversion or remainder in the Crown, or without any Covenant or use to alter, change or determine the same. And also that he the said V W for and notwithstanding any act or thing whatsoever heretofore done or suffered to the contrary, as aforesaid, hath, and so at the time of the execution of the said first estate of the said Mannor, Advowson, Messuages, Lands, Tenements, and Premises, and every part and parcel thereof, with their and every of their appurtenances, to the said A B I P and I G their heirs and assignes, shall have full power, good right and lawful authority to grant, convey and assure the said Mannors, messuages, lands, advowsons, tenements and premises, with their and every of their appurtenances, to the said A B I P and I G their heirs and assignes, to the uses, intents and purposes aforesaid, according to the true intent and

and meaning of these presents. And the said V. W. for himself, his heirs, executors, administrators and assigns, and every of them doth covenant, promise, grant and agree, to and with the said A. B. I. P. and I. G. and their Heirs and Assignes, and to and with every of them by these presents, That the said V. W. and his heirs, shall and will from time to time, and at all times hereafter, during and within the &c. years next ensuing the date of these presents, upon the reasonable request, and at the costs and charges in the Law of the said V. W. his Heirs or Assigns, or any of them, do make, acknowledge, levy, execute and suffer, or cause to be made, done, levied, acknowledged, executed and suffered, all and every such further and other lawful and reasonable act and acts, thing and things, device and devices, conveyance and conveyances, assurance and assurances in the Law whatsoever, for the further, more perfect, and better assurance, surety, sue making, conveying and assuring of the said Mannor, Advowson, Messuages, Lands, Tenements and Hereditaments, and all and singular the premisses with their and every of their appurtenances, unto the said A. B. I. P. and I. G. their Heirs and Assignes, to the uses, intents and purposes, and under the conditions, priviledges, and limitations before mentioned, expressed and declared, and to and for none other use, intent and purpose whatsoever, Be the same by one or more fine or fines, with proclamations to be levied and executed in due form of law, Feofment or Feofments, Recovery or Recoveries, with single, double or tremble Voucher or Vouchers, Deed or Deeds, Enrolled or not Enrolled, the Enrolment of these presents, Release, Confirmation with warranty, as aforesaid, or otherwise without warranty, or by all, every or any of the aforesaid wayes or means, or by any other lawful and reasonable wayes or means



means whatsoever, as by the said A. B. I. P. and I. G. the Survivor or Survivors of them, his or their heirs or assigns, or as by his, their or any of their Council learned in the Law, shall be reasonably devised or required: which said Fine or Fines, Feofment or Feofments, Recovery or Recoveries, and assurances whatsoever, had, made and executed, or hereafter to be had, made and executed by the said V. W. his heirs and assigns, or by any other person or persons whatsoever, touching and concerning all and every or any of the premises, with their and every of their appurtenances, and every part and parcel thereof, shall be and enure, and shall be adjudged, demised, construed and taken to be and enure to the uses, intents and purposes before in and by these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever, any former or other Declaration of use or uses to the contrary thereof, in any wise notwithstanding. Provided nevertheless, and upon the condition, and it is covenanted, declared and agreed by and between all and every the parties to these presents, their heirs and assigns, and every of them respectively by these presents, That it shall and may be lawful to and for the said V. W. at any time or times hereafter, during his natural life, by his Deed or Deeds indented, to be by him sealed and delivered in the presence of three or more credible witnesses, by and with the consent and approbation of the said A. B. I. P. and I. G. or of the Survivor or Survivors of them, his or their heirs or assigns, testified in writing under their hands and seals, to alter, change, revoke, determine, or make void all or any the estate or estates, use or uses before by these presents limited and appointed, except only the uses before hereby limited and appointed to or for the joynture of the said F. as aforesaid, & that from and after such alteration, change, revocation deter-

determination or making void thereof, or of any part thereof, these presents and all other assurances in the Law whatsoever, shall be and enure, and shall be adjudged, deemed, construed and taken to be, and to enure. And they the said A B I P and I G and their heirs and assigns, and their heirs and assigns of the survivor and survivors of them, shall stand and be seized of all and singular the premises, (except before excepted) or so much thereof, whereof such alteration, change, revocation, determination or making void, shall be had and made, as aforesaid, to such other use and uses, and to the use of such person and persons, and for such estate and estates, and in such sort, manner and form, as the said V W by any Deed or Deeds indented, settled, delivered and executed in the presence of three or more credible witnesses, by and with such consent and approbation shall declare, limit, or appoint: and from and after such revocation, in default of such Declaration, limitation and appointment, than to the uses, intents and purposes before by these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever; any thing in these presents, or in any former or other Declaration of use or uses contained to the contrary thereof in any wise notwithstanding. In witness, &c.

*A Condition for the payment of Rent Quarterly, for lands held from year to year, at the pleasure of the Lessor.*

**T**He Condition of this Obligation is such, That whereas the above bounden TH hath and holdeth from year to year, at the will and pleasure of the above named I M certain Closes and parcels, of ground lying and being in the Parish of S above-written in the County of Berks, parcel of the Lands belonging

louging to the tenement there called B for and under the yearly Rent of &c. to be paid *quarterly*. If therefore the said T H his heirs, executors and administrators, or any of them do well and truly pay or cause to be paid unto the said I M or to his certain attorney, executors or assignes, the said yearly Rent of &c. at the now dwelling house of the said I M in T above written, in manner and form as followeth; (that is to say) upon the four and twentieth day of *June* next ensuing the date hereof &c. upon the eight and twentieth day of *Septemb.* next also ensuing other &c. upon the four and twentieth day of *Decemb.* next also ensuing other &c. other upon the four and twentieth day of *March*, which shall be in the year of our Lord God &c. and &c. and so forth *quarterly* and every *quarter*; the one next and immediately ensuing the other upon the like dayes, the sum of &c. during all the time and term that the said T H and his assignes shall so hold and enjoy the said Closes and Grounds, at the will of the said I M. And moreover do from time to time during all the said term, at his own costs and charges maintain and keep the same premises in good and sufficient fences and bounds; and in the end of the said time, do leave and yeeld up the same well and sufficiently fenced and bounded, without any cavillation: That then, &c.

*A Sale of the Moity of Rent reserved by Lease.*

**T**His Indenture made the &c. Between R B of &c. Executor of the last Will and Testament of R R late of &c. deceased, and P R &c. on the one part; and A G &c. on the other part; Witnesseth, That whereas the said P R being interested and possessed by Lease dated &c. made and granted unto him the said P R by and from one W T of &c.

of

of all that messuage, tenement or Inn, called or known by the name or Sign of the *Black Bell*, situate in *Leet-street*, in the Parish of *St. Dunstan*, &c. And of all Cellers, Sollers, Rooms, Barns, Stables, Hay-lofts, Gate-houses, liberties of passage, Courts, Yards, Windows, Lights, Water-courses, Racks, Planks, Mangers, and all other the appurtenances whatsoever to the said Messuage or Tenement belonging or appertaining (except as in the said Lease made to the said P. R. of the premises is excepted) did afterwards by his Indenture of Lease bearing date &c. for the considerations therein expressed, demise, grant and to farm let unto T. R. Citizen &c. his executors, administrators and assigns, all those Rooms, Chambers, Lodgings, Cellers, and Easements hereafter particularly mentioned, being parcel of the said Messuage, Tenement or Inn called &c. and then in the tenure of the said T. R. or of his assigns, (that is to say) one Cellar lying under the shop, then and yet in the occupation of the said T. R. or of his assigns, one Room or Chamber towards the street, called *The Crown*, being part over the said shop, and part over the said gate, or way leading into the said Messuage, Tenement or Inn called the *Black Bell*, one other little dark Room or Chamber, called *The Faggot Chamber*, lying backward behind part of the said room or chamber, called the C. on the same floor, with liberty to make and contrive convenient light or lights, from the yard of the said messuage, tenement or Inn aforesaid, to serve the said Room, called the F. Room, and the same so made, to enjoy during the said Lease; one other Room, Chamber or Lodging towards the street, called *The Angel*, directly over the said Chamber called the C. One other Chamber or Lodging, commonly called *The two Bed-chambers*, lying backwards behind part of the said Room or Chamber, called the A. on the same floor

floor, and all other piece and parcel of the low room, then in the occupation of the said T. R. or of his assigns, to contain by estimation, &c. next Behind the West end or side of the said Shop, then in the occupation of the said T. R. towards the North, for the making and contriving of a pair of stairs to lead from the said shop unto the said demised premisses, and also from thence to make and contrive a convenient way of passage to lead into the Celler before mentioned; together with all lights, wayes, easements, commodities and appurtenances, to the said premisses belonging or appertaining. To have and to hold the said &c. unto the said T. R. his executors, administrators and assigns from the feast of &c. then next coming after the date of the said lease last recited, - unto the end and term of &c. from thence next ensuing, and fully to be compleat and ended. And for and under the yearly rent or reversion of the first two years, and one quarter of the said term of one pepper-corn, and afterwards during the whole term, for and under the yearly rent of &c. payable, as in and by the said indenture of lease made whith the said T. R. (amongst divers other covenants, grants, articles & agreements therein contained, more fully and at large it doth and may appear.

And whereas afterwards the whole estate, *Recital*  
right, title, interest, term of years, property, claim and demand of the said T. R. in and to the said premisses before mentioned or recited, by good and sufficient conveyances in that behalf made, came into the hands and possession of the said R. R. who died thereof lawfully possessed, and by and after whose decease, the said Indenture of Lease first mentioned, term of yeares and premisses aforesaid, was lawfully vested and settled in the said R. B. as executor of the last Will and Testament of the said R. R. And whereas the said R. B. being of the premisses so  
pos.

possessed as aforesaid, by his Indenture or Deed indented, bearing date &c. for the considerations therein mentioned, did grant, bargain, sell, assign and set over unto I C &c. his executors, administrators and assigns, the moiry or one half part of the messuage, tenement or Inn, called *The Black Bell*, aforesaid, and the moiry of all and singular shops, cellers, sellers, Rooms, barnes, stables, hay-lofts, gate-houses, liberties of passage, Courts, yards, windows, lights, water-courses, racks, planks, mangers, and all other the appurtenances whatsoever, to the said messuage, tenement or Inn belonging or appertaining, and the moiry of all houses, edifices and buildings then standing or being upon the premises, or any part thereof, and the moiry of all and singular other the premises whatsoever, mentioned to be demised, in and by the said Indenture of Lease first mentioned (except as in the same Indenture is excepted) to have and to hold the said moiry of the said messuage, tenement or Inn, called the &c. and of all other the premises aforesaid (except before excepted) unto the said I C his executors, administrators and assigns, from thenceforth during the residue then to come and unexpired of the whole term granted by the said Indenture of lease first mentioned, made to the said P R as aforesaid, as in and by the last Indenture or Deed indented (amongst other things also) more at large it doth & may appear. Now this Indenture witnesseth, that the said R B and P R for and in consideration of the sum of &c. to him the said P R by the direction and appointment of the said R B well and truly paid, before the ensealing and delivery of these presents by the said A G whereof they the said R B and P R do acknowledge themselves to be fully satisfied, contented and paid; and thereof, and of every part and parcel thereof, do clearly acquit and discharge the said A G his executor

rors and administrators by these presents, have granted,  
 ed, bargained, sold, assigned and set over, and by  
 these presents do clearly and absolutely grant, bar-  
 gain, sell, assign and set over, unto the said A G his  
 executors, administrators and assignes, all that the  
 moiety or half part of all and singular the said Rooms,  
 Chambers, Lodgings, Cellars, Wayes, Lights, Liber-  
 ties, passages, commodities and appurtenances; and  
 of all other the premisses demised to the said T R by  
 the said P R in and by the said Indenture of Lease,  
 before recited, and of every part and parcel thereof,  
 together with the moiety or half part of the said yearly  
 rent of &c. reserved by the said Indenture of Lease,  
 and full liberty, power and authority to receive and  
 take the same from time, at such Feasts and dayes as  
 the same shall grow due and payable by the said lease  
 during the said term thereby granted. To have and  
 to hold the said moiety of all and singular the said  
 Rooms, Chambers, Lodgings, Rents, and other the  
 premisses with the appurtenances, before by these pre-  
 sents mentioned to be granted, bargained, sold, as-  
 signed and set over, and every part and parcel there-  
 of, with liberty, power, and authority to receive and  
 take the said rent, as aforesaid, unto the said A G his  
 executors, administrators and assignes, from the en-  
 sealing and delivery of these presents, for and during  
 all the rest and residue of the said term of, &c.  
 yeares to him the said T R granted, as aforesaid,  
 now to come and unexpired, in such like large and  
 ample manner to all intents and purposes, as they the  
 said R B and P R or either of them might, should,  
 or in any wise ought to have, take and enjoy the  
 same. And the said R B and P R for themselves,  
 and either of them, their and either of their execu-  
 tors, administrators and assignes, and for every of  
 them, do covenant, promise and grant, to and with  
 K &c.



&c. (That is to say) That the said R. B. and P. R. or one of them, at the time of the enfealing and delivery of these presents, are and stand, or one of them is and standeth so lawfully and absolutely possessed of the premisses, as that they the said R. B. and P. R. or one of them, now have or hath good right, full power and lawful authority thereby to grant, bargain, sell, assign and set over the said moiety of the said several Rooms, Chambers, Lodgings, and other the premisses with the appurtenances before by these presents mentioned to be granted, bargained, sold, assigned and set over, and every part and parcel thereof, unto the said A. G. his executors, administrators & assigns, in manner and form aforesaid. And further that he the said A. G. his executors, administrators and assigns, and every of them, shall from time to time, and at all times hereafter during the rest and residue of the said term of &c. years granted to the said T. R. as aforesaid, peaceably and quietly have, hold and enjoy the moiety of the said rooms, chambers, lodgings, and other the premisses, with the appurtenances before mentioned to be demised to the said T. R. by the Indenture of lease above recited, and every part thereof, and the moiety of the said yearly rent of &c. by the same Indenture reserved, shall or may receive, take & enjoy from time to time as the same shall grow due during the said Term, without the let, sute, trouble, disturbance, interruption or eviction of them the said R. B. and P. R. or either of them, their executors, administrators and assigns, or any of them, or of any other person or persons whatsoever lawfully claiming by, from or under them, or either or any of them; or by, from or under their, or any of their means, ass, title, consent or procurement, or by, from or under the said R. R. deceased, and also acquired and discharged of and from all and all manner of

of former Grants, Bargains, Sales, Leases, Statute Merchant and of the Staple, Recognizance, Judgements, Executions, Surrenders, forfeitures, Re-entries, and of and from all other titles, troubles, charges and incumbrances whatsoever, had, made, committed or done by the said P. R. and R. B. and R. R. deceased, or any of them, or to be had, made, committed or done by the said P. R. and R. B. their executors &c. or any of them; or by their or any of their means, act, title, interest, default, consent or procurement. In witness, &c.

*A Lease of Lands by way of Mortgage, in consideration of a sum of money.*

**T**His Indenture made the &c. between the Right Honourable E. Earl of B. the Lady L. his Wife Countesse of B. the Right Honourable the Lord M. Baron of R. in the County of &c. Sir F. G. of &c. and E. W. of &c. on the one part; and I. W. of &c. on the other part: witnesseth,

That in consideration of the sum of *Consideration.* &c. to the said E. Earl of B. and the Lady L. Countess of &c. in hand paid by the said I. W. before the enfealing and delivery of these presents, whereof they do acknowledge the receipt, and thereof, and every part and parcel thereof, do hereby clearly and absolutely acquit, exonerate & discharge the said I. W. his heirs, executors, administrators, and assigns, and every of them, for ever by these presents: They the said W. Lord M. Sir F. G. and E. W. at and by the special direction and appointment of the said E. Earl of B. and the Lady L. Countesse of B. have demised, *Grant.* bargained and sold, and by these presents do demise, grant, bargain and sell unto the said I. W. his executors, administrators and assigns, all those

Closes or Grounds, hereafter particularly named, situate, lying and being in the hamlets, parish or fields of *Burley* in the County of R (That is to say) One close of pasture and meadow ground, commonly called or known by the name of *New Cow-close*, containing by estimation 100 acres, now in the tenure or occupation of R-I Gent. or his assigns, one other Close of pasture, called &c. containing by estimation 170 acres at least, now in the tenure or occupation of *William Dalby*, or of his assigns, two closes of pasture &c. together with all and singular the wayes, passages, profits, commodities, advantages & appurtenances whatsoever, to the said several closes or grounds, and every or any of them belonging or in any wise appertaining, or with them or any of them, now or heretofore usually occupied, demised or enjoyed, or accepted, reputed, taken or known, for or as part or parcel of them or any of them. And the reversion and reversions, remainder and remainders, rents and yearly profits whatsoever, of all and singular the said closes and premises before mentioned, and of every of them, To have and to hold the said closes, fields, grounds, hereditaments, and all and singular other the premises, with their and every of their appurtenances before by these presents demised, or mentioned to be hereby demised, granted, bargained or sold, and every part and parcel thereof, unto the said I W his executors, administrators and assigns, from the &c. day of &c. next ensuing the date of these presents, unto the full end and term of 99 years, from thence next ensuing, and fully to be compleat and ended: yeelding and paying therefore yearly unto the said W Lord M Sir F G and E W their heires or assigns, one Pepper-corn only at the &c. if the same be demanded. Provided alwayes, and it is fully agreed between the said parties to these presents, and every

every of them, That if the said E. Earl of B the Lay  
 L. Countesse of B W Lord M Sir F G and E W  
 or any of them, their or any of their heires, execu-  
 tors, administrators and assignes, or any of them, do  
 and shall well and truly pay or cause to be paid unto  
 the said I W his executors, administrators or as-  
 signes, the sum of &c. in or upon the &c. at or in the  
 &c. between the hours of &c. That then this pre-  
 sent demise, grant, bargain and sale shall be utterly  
 void, frustrate, and of none effect, any thing herein  
 before contained to the contrary thereof in any wise notwithstanding. *For payment of*  
 And that the said E. Earl of B the *the money.*  
 Lady L. Countesse of B W Lord M  
 Sir F G and E W or some of them, their or some  
 of their heires, executors, administrators or assignes,  
 shall and will well and truly pay or cause to be paid  
 unto the said I W his executors, administrators, or  
 assignes, the said sum of &c. in or upon the &c. at or  
 in the place aforesaid, and between the hours of &c.  
 according to the true intent and meaning of these  
 presents. And further, That the said closes, grounds  
 and other the premisses, before, in and by these pre-  
 sents mentioned to be demised, granted, bargained,  
 and sold, now are and be, and so during the whole  
 term of &c. hereby granted, bargained and sold, shall  
 be, remain and continue of the clear yearly value of  
 &c. over and above all charges and  
 Reprizes. And moreover if default *For the quiet*  
 be made in payment of the said summe *enjoying of the*  
 of &c. herein before in the said pro- *premisses upon*  
 viso mentioned, or any part thereof, *default.*  
 at the day, time and place before  
 mentioned and limited for the payments thereof:  
 That then the said I W his executors, administra-  
 tors and assignes, and every of them, shall and may

from time to time, and at all times during the said term of &c. peaceably and quietly have, hold, use, occupy, possesse and enjoy the said Grounds, Lands, tenements, hereditaments, and all other the premises herein before mentioned to be dimised, granted, bargained or sold, with all and singular their and every of their appurtenances, and every part thereof, without the let, sute, trouble, denial, disturbance, expulsion or interruption of the said E. Earl of B. the Lady L. &c. W. Lord M. Sir F. G. and E. W. and of all and every other person or persons whatsoever, and discharged of and from all other bargains, sales, gifts, grants, leases, statutes, Recognizances, extents, judgements and all charges, estates, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done, or to be had &c. by the said E. Earl of B. the Lady L. Countesse of &c. W. Lord M. Sir F. G. and E. W. or any of them, or by any other person or persons whatsoever. And

*For further  
assurance upon  
default.*

further, that if default be made in payment of the said summe of &c. or any part thereof, at the day, time and place aforesaid, that then the said E. Earl of B. the Lady L. Countesse of B. W. Lord M. Sir F. G. and E. W. their heires, executors, administrators and assigns, and all and every other person or persons lawfully, having, claiming, or pretending to have or claim any manner of estate, right, title, interest, claim or demand whatsoever, of, in or to the said closes, grounds, hereditaments and premises, or any part thereof, shall and will make, do, suffer and execute, or cause and procure to be done, made, suffered and executed, all and every such further lawful and reasonable act and acts, thing and things, device and devices in Law whatsoever, for the further, better and more perfect assurance, sute, sure making and conveying

conveying of the said closes, grounds and premisses with the appurtenances, and every part thereof, unto the said I. W. his executors, administrators and assignes, during the said term of ninety and nine yeares, according to the intent and meaning of these presents; as by the said I. W. his executors or assignes, or by his or their Council learned in the Law, shall be reasonably devised or advised and required. And the said W. Lord M. Sir F. G. and E. W. for themselves severally, and not joyntly, nor one of them for each other, their several heires, executors, administrators and assignes, and for every of them respectively do covenant, promise and grant to and with the said I. W. his executors, administrators and assignes, and every of them by these presents; That if default of payment be made of the said summe of &c. or any part thereof; at the day, time and place aforesaid, That then the said I. W. his executors, administrators and assignes, shall and may from time to time and at all times during the said term of &c. peaceably and quietly have, hold, possesse and enjoy the said Closes, Grounds and other the premisses before mentioned, to be hereby demised, granted, bargained or sold, without the lawful let, sure, trouble, denial, disturbance, expulsion, eviction or interruption of them the said W. Lord M. Sir F. G. and E. W. severally, their and every of their several and respective heires and assignes, or any of them, or of any other person or persons, lawfully claiming in, by, from or under them or any of them respectively, as aforesaid; And discharged and clearly acquitted of and from all former bargains, sales, gifts, grants, statutes, Recognizances, extents, judgements, and of and from all other charges, estates, titles, troubles, and incumbrances whatsoever, had, made, committed, suffered or done by the said W. Lord M. Sir F. G. and

**E. W.** or any of them respectively, their or any of their several heirs, executors, administrators, or assigns, or any other person or persons, claiming or to claim, in, by, from or under them, or any of them severally and respectively, their or any of their several estates, act, title, means, consent or procurement. In witness whereof, the parties first above named, to these present Indentures have interchangeably set their hands and seals, Given the day and year first above written, *Annus; Domini; 1634.*

*A Covenant that after the default of Payment, the possession of lands in mortgage shall be delivered to the mortgagee, and also all Deeds and Writings concerning the same.*

**A**ND the said A. B. for himself, &c. That he the said A. B. his heirs and assigns, shall and will upon reasonable request to him or them to be made, after default shall happen to be made of or in any of the payments aforesaid (if it shall happen so to fall out) deliver or cause to be delivered unto the said C. B. his heirs and assigns, the quiet and peaceable possession and seizin of all and singular the before bargained premises. And shall then also after such default of payment within one moneth then next ensuing, deliver and cause to be delivered unto the said C. D. his heirs and assigns, as well all and singular the letters patents, deeds, evidences, writings, scripts, and monuments before by these presents bargained and sold, as also all the true Copies of all such other deeds and writings, as do touch and concern the before bargained premises, or any part thereof. Together with any other Lands, Tenements or Hereditaments not before mentioned: The said copies to be written at the cost of the said D. his heirs and assigns.



*A Letter of Attourney upon Covenants*

**T**O all Christian peoples &c. I. O. B. of &c. Son and executor of A. B. &c. Whereas by one Indenture bearing date &c. made between the said A. B. on the one part, and C. D. of &c. on the other part; There are divers Covenants contained on the part and behalf of the said C. D. his executors and administrators, to be kept and observed, touching a lease granted to the said A. B. by the Dean and Chapter of the Collegiate Church of &c. of a certain tenement lying in the precincts of *Saint Martins le grand* in *London*, and covenanted to be transferred over by the said A. B. to the said C. D. as by the same Indenture, whereunto relation being had, more at large may appear. Now know ye, that I the said O. B. for divers good causes and considerations me moving, and especially for that it appeareth by the said Indenture that the name of my said Father was used only in trust for the benefit of E. D. wife of the said C. D. and their issue, have made, ordained, constituted, and in my stead and place put and appointed my well beloved friend E. H. of &c. to be my true and lawful Attourney for me, and in my stead and name if need require, to sue, implead and prosecute the said C. D. his executors or administrators, for or upon the breach or not performance of all or any the said Covenants in the said Indenture specified; and to have, receive and take for the use of &c. aforesaid, all such benefit sum and sums of money, commodity and advantage whatsoever which shall be recovered or gotten by means of any such suits, actions or proceedings to be brought or commenced concerning the same: And all and other act and acts, thing and things whatsoever, which shall be needful to be done in and about the premises, the same for me and in my stead and names to do, execute and perform

form in such like large and ample manner and form, to all intents and purposes, as I may might or could do, if I were there personally present. And whatsoever lawful actions, suits, process and proceedings shall be hereafter commenced, sued or prosecuted by the said E. D. or his assigns, against the said C. D. his executors or administrators, touching the premises, I promise to allow, maintain, justify and confirm by these presents, without releasing or discharging the said C. D. his executors or assigns, of the Covenants aforesaid, or any of them, or of any sute, processe or proceeding thereupon to be brought or commenced. In witness &c.

*An Assentment, with a Proviso, to have the Lease again upon payment of a sum of money.*

**T**His Indenture made &c. between G. B. of &c. of the one part, and W. H. of &c. of the other part. Whereas one R. G. and his wife, by their Deed indented, bearing date &c. for the consideration in the said Deed indented expressed, did demise, grant and to farm let unto the said G. B. all that the moiety and half deal of the Mannor of D. with the appurtenances, set, lying and being in &c. and the moiety and half deal of all their messuages, Dove-houses, Edifices, Buildings, lands, tenements, rents, reversions, services, mills, meadows, leasows, pastures, woods, under-woods, commons, heaths, profits, commodities and hereditaments to the said Mannor of &c. belonging, set, lying and being within the Town, Fields, Parishes and Hamlets of C. N. D. within the said County of G. or accepted, reputed or taken &c. To have and to hold &c. with divers Covenants, Articles, Agreements and Reservations in the said Indenture contained, as by the

the said Indenture &c. Now this Indenture witnesseth, that the said G. B. for divers and sundry &c. hath given, granted, alienated, assigned, and set over, and by these presents doth &c. as well the said moiety, &c. as also all the estate, right, title, use, interest, possession, claim and demand whatsoever, of the said G. B. had and made, as is aforesaid; To have and to hold the said moiety and half deal of the said manor of D. with the appurtenances, and all the estate, right, title, use, interest, claim, possession and demand whatsoever of the said G. B. &c. Provided nevertheless, and it is agreed between the said parties to these presents, That if the said G. B. his heires, executors or assigns, or any of them, do at any time hereafter pay and deliver or cause to be paid and delivered unto the said W. H. his executors or assigns, or any of them, the sum of &c. of lawful money of *England*, at one entire payment, at or in the Church Porch of the Parish Church of C. aforesaid, within the said County of G. at or in the place where the said Parish Church now standeth, that then and from thenceforth, as well this present Grant and assignment, and every clause, article and sentence herein contained, to be utterly void, frustrate and of none effect: as also, that then, and from thenceforth, the said moiety of the said Mannor of D. & all other the premisses whatsoever, with their appurtenances, and every part and parcel thereof by these presents assigned and set over unto the said W. H. shall come and be to the said G. B. his executors and assigns, for and during all the number of years that shall (at the time of the payment to be had and made in manner and form aforesaid) be then to come and unexpired of the said term of &c. years granted unto the said G. B. his executors and assigns as is aforesaid; as though this present Indenture of assignment of the premisses had not been had or made. In witness &c.

*A revoking of a pretended Contract of Matrimony.*

**E**t all men know and take notice by these presents,  
**T**hat we F. D. of S. and I. H. of &c. being desirous to have matters cleared between us concerning such proceedings as have been about treaty of Marriage between us, and that we both, notwithstanding any pretence of contract between us, may hereby declare and manifest to all people, that there was no absolute contract or engagement between us at any time for Marriage of each other, but that we are free one from the other in that kind, and may each of us freely marry with others. We do therefore freely and without any compulsion, declare, manifest, and make known unto all people, That we the said F. D. and I. H. were never absolutely contracted together in any contract of matrimony, neither did we nor any of us profess or declare that we would marry each other; unlesse &c. (our friends &c.) we do therefore hold our selves no wayes to be tyed or obliged each to other in any manner of contract of matrimony, or for marriage each of other; and therefore we do hereby freely and absolutely release and discharge each other, of and from all and all manner of contracts, of or for marriage heretofore had, or pretended to be had or made between us, and we do hereby freely and fully release, acquit and discharge each other of us, and of and from all manner of actions, Suits or claims prosecuted, or which may be begun or prosecuted in any Court, Ecclesiastical or Civil, concerning the premisses. And in testimony of our free and full consents herein, we the said F. D. and I. H. have hereunto subscribed our names the day of &c.

*An Assignment of Lands taken upon an Extent.*

**T**his Indenture made the &c. Between T. H. of &c. and W. W. of &c. of the one party, and

IB of &c. of the other party. Whereas the said T  
 H lately recovered by Judgement in his Majesties  
 Court of Kings Bench, the sum of &c. against TC  
 of B &c. and thereupon the said TH in Michaelmas  
 Term last, did take and sue forth execution by Writ  
 of *Elegit*, directed to the then Sheriff of the said  
 County of W. Whereupon by Inquisition, and by  
 the Jurors then and there sworn, taken by the said  
 Sheriff at the City of &c. The day of &c. Amongst  
 other things it was found, That the said TC at the  
 time of the said Inquisition, was possessed for and du-  
 ring the term of &c. years then to come, of and in  
 one Messuage or Tenement, and divers parcels of  
 Land, Meadow and Pasture, to the said Messuage or  
 Tenement belonging or appertaining in C in the said  
 Parish of &c. as his proper goods; Which said term  
 and interest of the said TC of or in the said messu-  
 age or tenement, the Jury at the time of the said  
 Inquisition, did apprise and value at &c. pounds;  
 Which said term of yeares the said Sheriff the day of  
 the same Inquisition, did deliver to the said TH  
 at the price and apprizance aforesaid; To hold  
 unto the said TH and his assignes, as his proper  
 goods and chattels, according to the form of the sta-  
 tute in that behalf made: and as parcel of the same  
 debt and damages of the said TH recorded, as a-  
 fforesaid; And the said Jurors also found, That the  
 said TC was at the time of the said Inquisition,  
 seized in his demesne, as of Fee, of and in one mes-  
 suage, and divers parcels of land, meadow and pasture  
 to the said Tenement belonging or appertaining,  
 lying and being in B &c. found by particular names  
 and quantities, and then valued by the said Jurors to  
 be worth &c. yearly; the moiety of which said mes-  
 suages and premises in B by particular names and  
 quantities, the said Sheriff did then also deliver unto  
 the

the said T. H. at the rare and apprizement aforesaid: To hold to the said T. H. and his assignes, as his freehold, according to the form of the Statute made on that behalf, until the residue of the said debt of &c. should be thereby fully levied, as by the said inquisition more particularly and at large it doth and may appear. Which said debt so recovered by the said T. H. and the said execution thereupon, was nevertheless in trust for the said W. W. party to these presents, and was the proper money of the said W. W. assigned to him the said T. H. as part of the marriage portion of &c. Now witnesseth these presents, That the said W. W. and T. H. as well for and in consideration of the sum of &c. paid unto the said W. W. as also for divers good causes and considerations them thereunto moving, have granted, assigned and set over and by these presents do grant, assign and set over unto the said I. B. all that the said messuage or tenement, lands and premisses in C. aforesaid; and all the estate, interest, title and term of years yet to come; which the said W. and T. H. hath, or either of them hath or have, or might have, of, in, or unto the said messuage, tenement, lands and premisses, and every or any part thereof, by the said Extent or Inquisition aforesaid, or otherwise. And also all that the moiety or half deal or part of the said messuage or tenement, lands and premisses in B. aforesaid; and all the estate and interest which the said W. W. and T. or either of them, have, hath or might claim, of in or unto the said messuage, lands, and premisses in B. or any part or parcel thereof, in as large, ample, and beneficial manner, to all intents and purposes, as the said W. W. or T. H. or either of them, have, hath or might hold, claim or enjoy the same, &c. And the said W. W. and T. H. do severally, and not jointly, each one for himself, his executors and administrators

strators covenant, promise and agree to and with the said I. B. his executors &c. that the said I. B. his &c. shall and may from henceforth quietly hold, occupy and enjoy all and singular the premises, and every part thereof, free from any former grants, charges, assignment and incumbrances of the premises, or any part thereof made by the said W. &c. or any claiming from &c. And the said I. B. doth likewise by these presents for himself, his executors &c. covenant, promise and agree to and with the said W. &c. That he the said I. B. his executors &c. shall and will save, defend and keep harmlesse the said W. W. and T. H. their executors &c. of and from all manner of suits, troubles, charges, expences and sums of money, which the said W. &c. shall be from henceforth at, put unto, sustain, disburse or undergo, for or by reason of the said extent, or any matter or thing therein contained, or that might come to happen to the said W. &c. for or by reason of the estate which they or any of them had by extent aforesaid, or any the premises hereby assigned, or by any occasion or reason rising or growing therefrom or by occasion thereof. In witnesse &c.

*A Charter party of a Ships Voyage.*

**T**His Charter party intended, made the &c. in the &c. Between L. K. Master of a Ship or Bark, called *The Flower de luce* of P. in the County of D. of the burthen of one hundred tuns, or thereabouts, of the one part: and C. W. and B. S. Merchants of &c. witnesseth, That the said Master hath demised, granted, and to freight-letten, and by these presents doth demise, grant, and to freight-let unto the said Merchants, their Factors and assigns, all that the said Ship or Bark, with her Tackling, appurtenance and her apparel thereunto belenging or appertaining



raining, for and during one whole Voyage with the  
 same Ship to be done and made in manner and form  
 following (that is to say) the said Master covenant-  
 eth, granteth and agreeth, to and with the said Mer-  
 chants and every of them, That the said Ship or  
 Bark, named *The Flower de luce*, now being pressed  
 and ready within the Port of the said Town of S  
 shall with the first good wind and apt weather (as  
 God shall send) next after the date hereof, make sail  
 and sails from thence directly towards and unto the  
 Key of the City of *Roan*, under the Dominion of the  
*French King*; and there to tarry and abide by the  
 space of &c. dayes current; During the which space  
 the said Master covenanteth there to receive into the  
 said Ship, wares and other merchandize, such as it  
 shall then best please the said Merchants, their Fa-  
 ctors or Assignes, there to load to a compleat and  
 full loading of the said Ship. And the said Merchants  
 and every of them, covenant to and with the said Ma-  
 ster, to load or cause to be loaden there, within the  
 said space, wares and such other merchandizes, as it  
 shall then best please the said Merchants, or their  
 Factors, for their most profit, to the compleat and  
 full loading of the Ship, as is abovesaid. And more-  
 over, the said master covenanteth, concordeth, bar-  
 gaineth and agreeth to and with the said Merchants,  
 and every of them, that the said Ship with her said  
 loading laden in her within the said place, shall with  
 the first good wind and apt weather (as God shall  
 send) next after the said &c. dayes be come and past,  
 make sail and sails from thence directly towards and  
 unto the said Port of the said Town of S where  
 the said Ship shall with convenient speed, after her  
 there arrival, be discharged of her said lading of  
 wares and other merchandize laden in her, as afore-  
 said; and the same out of the said ship there so dis-  
 charged,

charged, shall be delivered unto the said Merchants or the owners thereof, as safely and well-conditioned, (God sending the said Ship in safety.) And the said Merchants, and every of them, covenant to and with the said Master then and there to receive the said loading laden in her as aforesaid: and at the right discharge thereof, to pay or cause to be paid to the said Master, or his assigns, the sum of, &c. and also to pay during the said Voyage, Windage, Groundage, Pilotage and Loadmanage, and all other arrerages, as in *English* ships are accustomed. And the said Master covenanteth that the said ship is, and during the said Voyage shall be, stiff, strong and stanch, well and sufficiently victualled, rigged and apparelled, with sufficient Marriners for the safe conducting of the said Ship, and keeping of the Merchants goods during the said Voyage. In witness, &c.

*A Mortgage of Lands, upon money, &c.*

**T**HIS Indenture made the &c. between T A of, &c. of the one part; and T M Vintner and Citizen of *London*, of the other part, Witnesseth, that the said T A for and in consideration of the sum of, &c. of lawful mony of *England* in hand paid unto him the said T A by the said T M at and before the en sealing & delivery of these presents; the receipt whereof the said T A doth hereby acknowledge, & thereof and of every part thereof doth hereby also clearly acquit & discharge the said T M his heirs & assigns: and for divers other good causes and considerations him the said T A thereunto moving, Hath demised, granted, bargained, & to farm letten, and by these presents doth, &c. unto the said T M his executors, administrators and assigns, all those three several pastures of grounds, lying in S within the parts of *Holland*, in the County of L containing  
L by

by estimation, &c. be they more or lesse, now or here  
 in the tenure or occupation of one I. B. his assignee or  
 assignees, to have and to hold the said three Pastures,  
 and every part and parcel thereof, with their and every  
 of their appurtenances, unto him the said T. M. his  
 executors and assigns, from the Feast of &c. now  
 next ensuing the date of these presents, for, during,  
 and untill the full end and term of 99 years, from  
 thence next ensuing and fully to be computed, com-  
 plet and ended, Yielding and paying therefore year-  
 ly, during the said term, unto the said T. A. h's heirs,  
 executors, administrators or assigns, one Pepper-  
 Corn, if it be lawfully demanded, at or on the Feast-  
 day of Saint Michael the Archangel. And it is hereby  
 concluded and agreed by and between the said parties  
 to these presents, and the said T. A. doth for him-  
 self, and A. his Wife, their Heirs, Executors, &c. cove-  
 nant, promise and agree, to and with the said T. M. his  
 Executors, Administrators and Assigns, that it shall and  
 may be lawful to and for the said T. M. his Executors,  
 Administrators and Assigns, quietly and peaceably to  
 have, hold, occupy, possess and enjoy all and singular  
 the said three pastures or grounds and premises, with  
 their and every of their appurtenances, from time to  
 time, and at all times hereafter during the said term,  
 without the lawful let and interruption of him the said  
 T. A. and A. his Wife, their and either of their Heirs,  
 Executors or assigns, or of any other person or per-  
 sons whatsoever, lawfully claiming from, by, or under  
 them, or either of them; And also freed and discharged  
 of, and from all and all manner of former Bargains,  
 Sales, Gifts, Grants, Judgements, Executions and o-  
 ther charges of Incumbrances whatsoever, had, made,  
 done or suffered by them, or either of them. Provided  
 alwayes, and it is neverthelesse agreed and concluded  
 by and between the said parties to these presents, and

it is the true intent and meaning thereof, That if the said T. A. his Executors, administrators, &c. or either of them, shall well and truly pay or cause to be paid unto the said T. M. his Executors, administrators or assigns, the full and entire summe of &c. of lawful money of *England*, on the day of, &c. next ensuing the date of these presents, at or in, &c. That then this present Indenture, Demise and Grant, and every clause and Article therein contained, shall cease, determine, be void and of none effect; any thing in these presents contained to the contrary thereof in any wise notwithstanding. In witness, &c.

*An Indenture of Bargain and Sale of a Mannor, with necessary Covenants.*

**T**His Indenture made the, &c. Between I. W. of &c. on the one part; and R. D. of, &c. and B. his Wife on the other part, Witnesseth, &c. Hath granted, aliened, bargained and sold, and by these presents doth grant, alien, bargain and sell unto the said R. D. and B. his Wife, their Heirs and assigns, all that the Mannor of &c. with the appurtenances in the County of *Essex*: And all Lands, Tenements and Hereditaments, with the appurtenances whatsoever, by what name or names soever the same or any of them be known or called, now in the tenure or occupation of W. E. or his assigns. Together with all and singular the lands, tenements, Profits, Commodities and Hereditaments to the said Mannor of H. belonging or in any wise appertaining, or with the same at any time heretofore demised, used or occupied, or reputed, taken, occupied or known as any part, parcel or member thereof. And all other his messuages, lands, tenements, & hereditaments whatsoever, lying & being in the Parish of &c. or

in any of them in the said County in E. And all and singular the reversion and reversions, remainder, and remainders of them, and every of them; and all Rents, reserved upon any Demise or Lease of them, or any part of them; And also all the estate, right, title or interest, use, possession, claim and demand whatsoever, which he the said I W now hath, may, might, should or in any wise ought to have, of, in and to all and singular the said bargained premises, or any part thereof; Together with all and singular Evidences, Deeds, Escripts, Charters, Writings, Court-Rolls, Books of Survey and Monuments whatsoever concerning the same, as be now in the hands, custody & possession of the said I W or in the hands, custody & possession of any other person or persons whatsoever, to his use, by his delivery, or which he may lawfully get or come by without sute in Law. And the said I W doth covenant, promise and grant for himself, his Heirs, Executors and Administrators, and for every of them, to and with the said R D and B his Wife, their heirs and assignes, upon reasonable request, to deliver or cause to be delivered unto the said R D and B or either of them, their or either of their heirs or assignes, at or before the Feast-day of Saint Michael the Archangel, next ensuing the date of these presents, true Copies of all such Evidences and Writings as concern the said Lands, together with any other Lands of the said I W to be written at the costs and charges of the said R and B or either

*Habend.*

of them, their heires or assignes. To have and to hold all and singular their said Mannor of H Lands, Tenements, and all other the aforesaid premises, with all and singular their appurtenances, before in and by these presents bargained and sold, and every part and parcel thereof, unto the said R D and B his Wife, their heires and assignes.

Assigns for ever. And the said I. W. *That he is seized in fee, and hath power to*  
 for himselfe, his heires, executors and administrators, doth covenant and grant to and with the said R. D. and B. his Wife, their heires and assigns, by

these presents in manner and form following (that is to say) That he the said I. W. at the time of the en-  
 sealing and delivery of these presents, is and standeth lawfully and sufficiently seized of such a good, perfect, lawful and absolute and indefeazible estate of inheritance in Fee simple, or Fee tail, and no Reversion or Remainder thereof in the Kings Majesty, and to his and their own use and uses, without any manner of condition or limitation of any other use or uses, to alter change or determine the same estate, of and in the said Mannor, Lands, Tenements and Hereditaments, and all other the aforesaid premisses, before, in and by these presents mentioned or intended to be granted, aliened, bargained and sold, as he the said I. W. can and may lawfully and sufficiently grant, convey and assure all and singular the said Mannor of H. Lands, Tenements and Hereditaments, all other the aforesaid premisses, with all and singular the appurtenances, unto the said R. B. his heires and assigns for ever, according to the true intent and meaning of these presents And also

the said I. W. for himselfe, &c. doth covenant, promise and grant, to and with the said R. D. and B. his Wife, and either of them, their and either of their heires and assigns by these presents, that all and singular the said

*That the premisses are discharged of Incumbrances.*

Mannor of H. Lands, Tenements, and all other the foresaid premisses, with the appurtenances, before, in and by these presents granted, aliened, bargained and sold, and every part and parcel thereof, at the

time of enfealing and delivery of these presents, are and be, and at all times hereafter shall be, remain, and continue clearly acquitted, exonerated and discharged, or otherwise upon request sufficiently saved and kept harmlesse, of and from all and all manner of former bargains; sales, gifts, grants, leases, rents, charges and arrerages of rents, duties, titles, troubles and inembrances whatsoever, had, made, committed, suffered or done, or to be had, made, &c. by the said I. W. his Heirs or assigns, or by any other person or persons whatsoever, by his or their means, acts, titles, consents and procurements; except one Lease, &c. And also that they the said R. D. and B. his wife, and either of them, their and either of their Heires and assigns, and every of them, shall and may at all times hereafter, and from time to time for ever, according to the true intent and meaning of these presents, peaceably, lawfully, and quietly have, hold, use, occupy, possesse and enjoy all and singular the said Mannor of H. Lands, Tenements and all other before bargained premisses, with all and singular their appurtenances, before, in and by these presents mentioned to be granted, aliened, bargained and sold, and every part and parcel thereof, without any manner of lawful let, sute, trouble, eviction or disturbance of the said I. W. or his assigns, or of any other person or persons whatsoever, claiming or lawfully having, or which shall hereafter have any manner of estate, right, title, charge or interest, of, in or to the said Mannor, and all other the premisses, or of, in or to any part or parcel thereof, by, from, or under the said I. W. his heirs or assigns (all such persons as do claim by force of the Lease before excepted, only excepted) And furthermore, that the said Mannor of H. and all other the aforesaid premisses or any part or parcel thereof are not holden of his Majesty



jetty, *in Capite*, whereby any licence of alienation shall be needful to be had or sued forth, for the bargaining, sale, conveying and assuring of the said Mannor and other the premisses, unto the said R D and B their heirs and assigns; Nor that the said R D his heirs or assigns, shall at any time or times hereafter be Ward or Wards unto our said Sovereign Lord the Kings Majesty, his heirs and successors, for or in respect of the said Mannor of, &c. And all other the premisses, or any part or parcel thereof. And also the said I W *Covenant for* for himself, his heirs, executors, & *further assu-* administrators, doth covenant, *rance.*

&c. That the said I W & M now his Wife, and the heirs and assigns of the said I, and all and every other person and persons whatsoever, now having or lawfully claiming, or which shall hereafter rightfully claim any manner of estate, right, title or interest, of, in and to the said Mannor, and all other the said premisses, or any part or parcel thereof, by, from or under the said I W. his heirs and assigns, except such person or persons as shall claim by force of Lease before excepted, shall and will at all times hereafter, for and during the term of three years next ensuing the day of the date of these presents, do, make, acknowledge, execute and suffer, or cause to be made, done, knowledged, executed and suffered all and every such further lawful act and acts, thing & things, device and devices, conveyances and assurances in the Law whatsoever, with warranty against him the said I W and his heirs, for the further and more assurance and sure-making of the said Mannors, Lands, Tenements, and of all and singular other the premisses, with the appurtenances, and every part and parcel thereof, to be had and made sure unto the said R D and B their heirs and assigns for ever absolutely

lutely without any manner of condition or other limitation; be it by fine or fines with proclamation, with warranty against him the said I. W. his heirs and assignes, recovery with double and single Voucher or Vouchers, Deed or Deeds enrolled, the Enrolment of this present Feoffment, with warranty against him the said I. W. his heirs or Assignes, release with confirmation with the like warranty or without warranty, or by any or as many of the devices, wayes and means aforesaid, as by the said R. D. and B. or either of them, their heirs or assignes, or by their or any of their Council learned in the Law, shall be reasonably devised, or advised and required, at the only costs and charges of the said R. D. and B. their heirs and assignes, so that the said I. nor M. his Wife, be not compelled to travel from his or their homes, or usual places of abode, further than the Cities of London and Westminster if the Buyer be about the same assurances. And lawfully evicted moreover, the said I. W. for himselfe, his heirs, executors and administrators, doth covenant promise and grant, to and with the said R. D. and B. & either of them, and so & with the heirs & assigns of either and every of them by these presents in manner and form following (that is to say) that if it shall happen at any time within twelve years next after the date hereof, the said R. D. and B. and either of them, their or either of their heirs or assigns to be lawfully evicted of or from the said Mannor, or any of the Lands, Tenements, and other the aforesaid premises, without any fraud or coven of the said R. D. and B. or either of them, their heirs or assignes, by reason of any right, title, estate or interest to be had or made by R. W. the Grandfather, or I. W. the Father of the said I. or the said I. or by any other person or per-

persons, claiming in, by or under their or any of their estates, titles or interests: That then he the said I his heirs, executors or administrators, or some of them, shall and will within six moneths next after such eviction so to be had of the said Mannor, or of any other the premises, or any part or parcel thereof, upon reasonable request to be made at or in the &c. well and truly pay or cause to be paid unto the said R. D. and B. their heirs & assigns, for every Acre five pound, and so after that rate, and rate-like, and that without fraud, coven, or further delay. In witness, &c.

*An Indenture to lead the use of a Fine.*

**T**His Indenture made the, &c. Between F. G. of, &c. of the one part, and R. W. of, &c. of the other part: Whereas it is condescended unto and agreed between the said F. G. his heirs, &c. and the said R. W. his heirs, &c. that the said F. G. his heirs shall from time to time during two years next ensuing the date of these Indentures, do, cause, suffer and make such assurance of his Mannors of M. and S. in the County of D. & of the Advowson of the Church of A. and of all his Lands, Tenements, Rents, Reversions, Services, and Hereditaments whatsoever in M. and D. in the County of D. in such manner and form, as by the said R. W. his heirs and assigns, or his or their Council learned in the Law, shall be reasonably devised, advised or required, at the costs and charges of the said R. W. Now witnesseth this Indenture, That the said R. W. hath devised, that the said F. G. at the term of Saint *Hilary* next ensuing the date above written, shall levy and acknowledge one fine, &c. of the said Mannors, Lands, Tenements, Advowsons, and all other the premises,

misses, to the said R. W. and his heirs in due form of Law: which fine so to be had, levied and executed, touching and concerning the said Mannor of M, &c. and all the Lands, Tenements, Meadows, Leasows, Pastures and Hereditaments, with the appurtenances, to the said Mannor of M, &c. belonging, the said F. G. for himself and his heirs, doth covenant and grant, to and with the said R. W. by these presents, shall stand and be to the use of the said F. G. during his life, without impeachment of waste; and after his decease, to the use of the said R. W. and D. his Wife, and of the heirs of the said R. on the body of the said D. lawfully begotten; and for default of such issue, to the right heirs of the said R. W. for ever. And which fine so to be levied and executed, touching and concerning all the residue of the premisses, the said F. G. for him and his heirs, doth covenant and grant, to and with R. W. by these presents, that the said fine shall stand and be to the use of the said F. G. and I. now his Wife, and the heirs of the said F. upon the body of the said I. begotten. And for default of such issue, then to the use of the said R. W. and D. and of the heirs of the body of the said R. and D. between them lawfully begotten; and for default of such issue, then to the right heirs of the said R. W. for ever. In witness, &c.

*An Indenture of Demise of divers Lands, &c. in consideration of a sum of money, paying a Pepper corn yearly.*

**T**HIS Indenture made the third day of May, 1649. &c. between Sir T. B. of D. in the County of, &c. Knight and Baronet, and M. H. of D. aforesaid, Gentleman, servant to the said Sir T. B. of the one part, and Sir W. T. of C. in the County of N. Knight, of

of the other part, witnesseth, That the said Sir T. B. and M. H. as well for and in consideration of the sum of, &c. of lawful money of *England* to them in hand paid before the enscaling and delivery hereof, by the said Sir W. T. whereof and wherewith the said Sir T. B. doth acknowledge himself satisfied, contented and paid, and thereof, and of every part and parcel thereof, doth acquit and discharge the said Sir W. T. his heires, executors, and administrators, and every of them, by these presents; as also for divers other good causes and considerations them hereunto moving, Have demised, granted, and to farm-letten, and by these presents do demise, grant, and farm-let, unto the said Sir W. T. his Executors, administrators and assigns, all those several Closes or parcels of Land, Meadow, Pasture and Arable, called or known by their several names following; (That is to say) one Close or parcel of ground, called D containing by estimation, &c. acres, be the same more or lesse; and one other Close or parcel of Land, called E. containing by estimation, &c. acres, be the same more or lesse, And one Close or Parcel of Land, called C. containing by estimation, &c. acres, be the same more or lesse, &c. All and singular which said Closes and parcels of Lands, are situate, lying and being within the Fields, Parishes, Precincts and Territories of H. *alias* H. in the County of L. and are part and parcel, or reputed and taken to be part or parcel of the Mannor of H. *alias* H. afoersaid; And also all and singular Messuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of Pasture, Waters, Fishings, Woods, Under-woods, Trees, Bushes, Fences, Free-bords, Wayes, Easements, and all other Rights, Jurisdictions, Priviledges, Franchises, Liberties, Profits, Conditions, Emoluments and Hereditaments whatsoever, growing, arising, being coming or issuing

ing in, upon or out of the premisses, and every part and parcel thereof, or to the same or any part thereof belonging or appertaining. To have and to hold all and singular the said Closes and parcels of Land, and all and singular the premisses, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said Sir W. T. his executors, administrators and assigns, from the first day of *May* last past, before the date hereof, unto the full end and term of one thousand years from thence next immediately ensuing, and fully to be compleat and ended: Yielding and paying therefore yearly, during the said term, unto the said Sir T. B. his heirs or assigns, one Pepper-corn, at the Feast of Saint *Michael* the Archangel only, if the same be lawfully demanded. And the said Sir T. B. and M. H. for them, their heirs and assigns, do joyntly and severally covenant, grant and agree to and with the said Sir W. T. his executors, administrators and assigns, and every of them by these presents, That the said Sir W. T. his executors, administrators and assigns, shall and may lawfully, peaceably and quietly have, hold, occupy, possesse and enjoy all and singular the premisses before by these presents demised, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without the lawfull let, sute, trouble, eviction, expulsion, interruption or demand of or by the said Sir T. B. and M. H. or the heirs or assigns of either of them, or of or by any other person or persons, lawfully claiming from, by or under them or any of them, or their or any of their uses; or by, from or under their or any of their title, estate, means, or procurement; as also acquitted and discharged, or within convenient time after reasonable request thereof to be made, well and sufficiently saved, and kept harmlesse of and from all  
and

and all manner of former or other Bargains, Sales, Estates, former Leases, Titles, Dowers, Rights or Titles of Dower, Jointures, Uses, Entails, Wills, Rent-Charges, Rent-Services, Arrerages of Rents, Statutes, Recognizances, Judgements, Executions, Titles, Troubles, Charges and Demands whatsoever, had, made, done, committed, or wittingly and willingly suffered by the said Sir T B and M H their heires or assigns, or any of them, or of or by any other person or persons whatsoever, lawfully claiming by, from or under them, or any of them, or to their or any of their uses, or by their or any of their titles, estates, means or procurement. In witnesse whereof, the parties first above named to these present Indentures have interchangeably set their hands and seals the day and year first above-written.

*An Indenture of re-demise of the former demised premises to the same parties, reserving the Rent of 250 l. with a Proviso, that the same shall cease upon the payment of the sum of money in the former Demise specified.*

**T**His Indenture made the &c. day of &c. between Sir W T of G in the County of N Knight, of the one part, and Sir T B of D in the County of N Knight and Baronet, and M H of D aforesaid in the said County of N Gentleman, Servant of the said Sir T B of the other part, Witnesseth, That the said Sir W T as well for and in consideration of the yearly Rent hereunder reserved, well and truly to be contented and paid in manner and form hereunder expressed; As also for divers other good considerations him at this present thereunto especially moving, Hath demised, granted, and to farm-letters and by these presents doth demise, grant, and to farm-  
let



let unto the said Sir T. B. and M. H. and the Executors, Administrators and Assignes, of the said Sir T. B. all those several Closes, or parcels of Lands, Meadows, Pastures and arable, called or known by the several names following (That isto say) One Close or parcel of ground, called D. containing by estimation, &c. acres, be the same more or lesse (and so go on, as in the Demise) All and singular which said Closes and parcels of Lands, are situate, lying and being, within the Fields, Parishes, Precincts and Territories of H. *alias* H. in the County of L. and are part and parcel, or reputed and taken to be part and parcel of the Mannor of H. *alias* H. aforesaid; And also all and singular Messuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of Pasture, Waters, Fishings, Woods, Under-woods, Trees, Bushes, Fences, Free-boards, Wayes, Easements, and all other Rights, Jurisdictions, Priviledges, Franchises, Liberties, Profits, Commodities, Emoluments and Hereditaments whatsoever, growing, being, arising, coming or issuing, in, upon, or out of the premisses, and every part and parcel thereof, or to the same or any part thereof belonging, To have and to hold all and singular the said Closes and parcels of Land, and all and singular the premisses, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said Sir T. B. and M. H. and the Executors, administrators and assignes of the said Sir T. B. from the first of *May* last past before the date hereof, unto the full end and term of Nine hundred ninety and nine years from thence next and immediately ensuing, and fully to be compleat and ended: Yielding and paying therefore yearly, during the said term, unto the said Sir W. T. his Executors, administrators and assignes, at or in the South porch of the parish Church of D. aforesaid, the summe of two hundred

hundred and fifty pounds of current *English* money, at two usual Feasts or Terms of the year; that is to say, at the Feast of *Philip and Jacob*, and *All Saints*, by even and equal portions. And if it shall happen the said yearly rent of, &c. or any part or parcel thereof, to be behinde and unpaid, after either of the aforesaid Feast-dayes of payment, in which the same ought to be paid, by the space of fifteen dayes, that then and from thenceforth it shall and may be lawful to and for the said W. T. his executors, administrators and assignes, and every of them, in all and singular the said Closes and parcels of Land, and all and singular the premisses, and every part and parcel thereof, with their and every of their appurtenances, wholly to re-enter, re-possesse, re-enjoy, have again, and detain, as in his and their former estate; this Indenture, or any thing therein contained to the contrary thereof in any wise notwithstanding. Provided alwayes, and it is covenanted, condescended unto; concluded and agreed, by and betwixt all the parties in these presents, That if the said Sir T. B. his Executors, Administrators and Assignes, upon half a years warning thereof, by writing under his or their hands beforehand to be given by the said Sir T. B. his Executors, Administrators or Assignes, unto the said Sir W. T. his Executors, Administrators or Assignes, shall and will, at or on the first day of *May*, or the Feast of *All Saints*, during the said term in and hereby demised, at or in the place aforesaid, pay, or cause to be paid unto the said Sir W. T. his Executors, Administrators or Assignes, at one whole and entire payment the summe of five hundred pounds of current *English* money, over and beside the said Rent above reserved, at such day or dayes as before in these presents are limited and appointed, to and for the payment of

of the said Rent before reserved: that then from and after such payment or payments of every of the said sum or sums of five hundred pounds, as aforesaid, endorsed upon both parts of these Indentures, and subscribed by the said Sir W T his executors, administrators or assignes, for every five hundred pounds that shall be paid, as aforesaid, the full and entire sum of fifty pounds of the said two hundred & fifty pounds Rent, reserved, as aforesaid, shall cease and be determined; the said reservation, or any thing in these Indentures contained to the contrary thereof in any wise notwithstanding. And the said Sir W T for him, his executors, administrators and assignes, doth covenant, grant and agree, to and with the said Sir T B and M H their executors, administrators or assignes, and to and with every of them by these presents, that he the said Sir W T his executors, administrators or assignes, shall and will within six moneths next after the payment of the sum of two thousand five hundred pounds, by such payment or payments of five hundred pounds, as aforesaid, deliver or cause to be delivered up unto the said Sir T B and the said M H their executors, administrators or assignes, or one of them, one Indenture of Demise made from the said Sir T B and M H unto the said Sir W T of all and singular the premisses herein before demised, as aforesaid, bearing date the third day of May, in the year of &c. In witness whereof the parties above named, &c.

*A Lease of a House in London.*

**T**His Indenture made the, &c. Between R. R. Citizen, and, &c. on the one part, and N. D. Citizen, and, &c. on the other part, Witnesseth, that the said R. R. for divers good causes and valuable considerations, him hereunto especially moving, hath demised, granted, betaken and to farm letten, and by these presents doth demise, grant, betake and to farm-let unto the said N. D. all that the Messuage or Tenement, with the appurtenances, lying and being in or near *Fleet-street* in the Parish of *St. Dunstons* in the *West London*, between the Messuage or Tenement there called the *F.* now in the occupation of *P. G.* Merchant-Taylor, or his assignes, on the East-side, and the Messuage or Tenement now in the tenure or occupation of one *A. M.* Widow, on the West side, and abutting upon the Garden adjoyning to the *Temple Church*, towards the South, and upon the high street towards the North, together with all and singular Shops, Sellers, Sollers, Chambers, Rooms, Wayes, Entries, Yards, Backsides, Houses, Buildings, Gutters, Water-courses, Easements, Profits, Commodities and appurtenances whatsoever to the said Messuage or Tenement belonging or in any wise appertaining, and also all manner of Wainscot, Glasse-windows, Doors and Locks, in and upon the same Messuage or Tenement, and other the premises before mentioned, to be demised belonging, which said Messuage, and all and singular other the demised premises, are now in the tenure or occupation of the said N. D. to have and to hold the said Messuage, Tenement, Shops, Sellers, Sollers, &c. and all other the aforesaid premises, with all and singular their appurtenances before in and by these presents demised

M

and

and every part and parcel thereof unto the said N D his executors, administrators and assigns, from the Feast day of, &c. unto the full end and term of, &c. years from then next ensuing, and fully to be completed and ended: Yielding and paying therefore yearly during the said term, unto the said R R his heires and assigns, the summe of, &c. at four of the most usual Feasts or terms of payment in the year, (that is to say) at the Feast of, &c. by even and equal portions; And if it shall happen the said yearly rent of, &c. to be behind or unpaid in part or in all by the space of, &c. next over or after any of the said feasts or dayes of payment, in which the same ought to be paid as aforesaid, being lawfully demanded, that then and from thenceforth, and at all times afterwards, it shall and may be lawful to and for the said R R his heires and assigns, and every of them, into the said Messuage or Tenement, and all other the aforesaid premises, with all and singular their appurtenances before by these presents demised, or mentioned to be demised, and into every part and parcel thereof wholly to re-enter, and the same to have again, retain, enjoy and repossesse, as in his or their first and former Estate or Estates; and the said N D his executors, administrators and assigns, and all other the occupiers and possessors thereof, thereout and from thence utterly to expel, put out and amove, any thing herein before specified to the contrary in any wise notwithstanding. And the said N D for himself, his executors, administrators, and assigns, and for every of them, doth covenant, promise and grant to and with the said R R his executors, administrators and assigns and to and with every of them, by these presents, in

*A Covenant to lay out the sum of &c. on repair and new building the premises within 3 years*

*manner*

manner and form following (*viz.*) *after the date*  
 That he the said ND his Executors, administrators or assignes, or some of them, at his or their own proper costs and charges, shall and will within the time and space of three yeares next ensuing the date of these presents, expend and bestow in and about the new building, repairing or bettering of the premisses hereby demised, the value or sum of, &c. of lawful money of *England*, at the least; And also shall and will at his and their like cost and charges, well and sufficiently repair, uphold, sustain and keep, maintain and amend the said Messuage or Tenement and new building to be erected, and all and singular other the premisses, with the appurtenances, and every part and parcel thereof, in, by and with all and all manner of needful and necessary reparation whatsoever, from time to time, and at all times hereafter, when and as often as need and occasion shall require, during the said term hereby granted; And also all the pavements, privies, sedges, and widdraughts to the said Messuage or Tenement belonging, shall cause to be paved, purged, scoured, emptied, and made clean as often and when as need shall be and require, during the said term of, &c. by these presents granted, and the same premisses so well and sufficiently repaired, supported, maintained, purged, paved, scoured, emptied, made clean and amended, together with the Locks, Keys, Bolts, Staples, latches, hooks, hinges, windows, doors, and glasse of the same premisses, so well and sufficiently made, glazed and amended, in the end of the said term of, &c. or other sooner expiration or determination of this present Lease, shall leave and yield up unto the said RR his heires and assignes. And also that it shall and may be lawful to and for the said RR his heires, executors, administrators and assignes, and e-

very of them, four times, or oftner in the year, yearly during the said term, to enter and come into, and upon the said Messuage or Tenements, and all other the premises with the appurtenances, and into every part and parcel thereof, there to view, search and see what defaults, for want of reparations, shall be found defective and necessary to be done, in and about the demised premises or any part thereof, and of all such defaults for want of reparation then and there found to give or leave notice, admonition or warning in writing, to and for the said N D his Executors, Administrators or Assignes, for the repairing and amending thereof. And further that the said N D his Executors, Administrators or Assignes, or some of them, shall and will within one moneth next ensuing every such admonition or warning, left or given as aforesaid, well and sufficiently repair and amend the same, and shall also discharge and pay all Church-duties, Scavengers-wages, watchings, wardings, and all other taxes impositions, duties, and charges which shall or may at any time or times hereafter during the said term, be charged or imposed upon him the said N D his Executors and Administrators or Assignes, for or by reason of the premises hereby demised, or any part thereof. And lastly, the said R R for himself, his Executors &c, that he the said N D his Executors, Administrators and Assignes, and every of them, for, by, and under the payment of the yearly rent aforesaid, above, in and by these presents reserved, and under the Covenants, Grants, Articles and Agreements, in these presents contained, shall and may, for and during all the said term of, &c. by these presents granted, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and all and singular other the premises with the appurtenances



nances, by these presents demise or mentioned to be demise, and every part and parcel thereof, without any manner of lawful let, sure, trouble, disturbance or eviction of the said R R his heirs or assigns, or of any other person or persons whatsoever, by or through his means, assent, consent, right, title, or procurement. In witness whereof, &c.

*A Defeasance upon a Bond sued to a Judgement.*

**T**His Indenture made the, &c. between W R of, &c. on the one part, and I P and G A of, &c. on the other part, witnesseth. That whereas the said I and G together with one E A of, &c. by one Obligation bearing date, &c. became joyntly and severally bounden unto the said W R in the sum of, &c. with condition thereupon made for the payment of, &c. as by the same obligation and condition thereof, at large appeareth, which said sum of, &c. or any part thereof, or any thing in lieu of the same was not paid unto the said W R in the said obligation named, nor at any time before or sithence: By means whereof the said obligation became forfeited; and whereas the said W R hath brought several actions of debt in the Kings Majesties Court of Common Pleas at *Westminster* upon the said obligation against the said I P and G A. upon which said actions, several judgements are had and obtained in the said Court: yet nevertheless the said W R is contented and pleased, and doth covenant, that neither he the said W R his executors, administrators or assigns, or any of them, shall at any time before, &c. *Not to take* take out any execution or executions *out execution* upon the said Judgements or either *on until, &c.* of them. And further the said W R doth, &c. that if the said I P and A G or either of them

them, &c. do pay, &c. That then he *To acknowledge*  
 the said WR his Executors, or Ad- *satisfaction on*  
 ministrators shall upon request made, *payment of the,*  
 and at the charges of the said IP &c.  
 and G A &c. acknowledge satisfacti-  
 on upon record of and for the said several judgements  
 And shall also deliver unto them the said, &c. the said  
 Obligation to be cancelled : And the said IP and  
 G A to be thereof, and of the said several judgements  
 discharged. In witnesse, &c.

*An Indenture of Partition, where one had a greater  
 share than the other, for which a summe was paid,  
 &c.*

**T**HIS Indenture made, &c. Between IH &c. on  
 the one part, and IM &c. on the other part,  
 Witnesseth, that the said IH and IM are and  
 do now stand seized in their Demeasn as of Fee in  
 Common and undivided of and in one Messuage or Te-  
 nement, and one yard-land thereunto belonging, now  
 or late in the tenure of, &c. situate, &c. It is (now to  
 the end a perpetual portion and division shall be had  
 and made between the said parties of and in the said,  
 &c. and other the premisses aforesaid) covenanted,  
 concluded and agreed by and between the said par-  
 ties to these presents in manner and form following.  
 And first, the said IH for himselfe, &c. that he the  
 said IM his Heires and Assignes shall from hence-  
 forth have, hold, and peaceably enjoy in severalty to  
 him and to his Heires for ever, to his and their own  
 proper use and behoof, the one moiety or half part  
 of the said Messuage or Tenement, and one yard-land  
 with the appurtenances, that is to say, &c. And that  
 he the said IH nor his Heires, shall from henceforth  
 claim

claim or demand any right, title, use or possession in or to the same, or any part thereof; but that the said I H and his heires and assignes, shall at all time and times hereafter, from all actions, rights, title and demand thereof, or thereunto be utterly excluded, and for ever debarred by these presents. And the said I M for himselfe, &c. that he the said I H his heires and assignes, shall from henceforth have, hold and peaceably enjoy in severalty to him the said I H his heires and assignes for ever, to his and their own proper use and behoof, the other moiety or half part of the said Messuage, &c. and that he the said I M nor his heires shall not from henceforth claim, &c. (*ut supra*) and in consideration of the said portions, and for as much as the part and portion by these presents allotted and assigned to the said I H and his heires, were at the ensealing hereof, of more & greater value than the said part or portion before allotted & assigned to the said I M and his heires, he the said I H hath at the ensealing and delivery of these presents well and truly paid to the said I M the sum of, &c. the receipt whereof the said I M doth hereby acknowledge, and thereof & of every part thereof doth acquit, exonerate and for ever discharge the said I H, &c. by these presents. In witnesse whereof, &c.

*A Grant of a Rent reserved by Lease.*

**T**His Indenture made the, &c. between W B of, &c. and A B of, &c. witnesseth, that whereas the said W B by his Indenture of Lease bearing date the, &c. (reciting the Lease) as in and by the same recited Indenture of Lease, &c. Now this Indenture further Witnesseth, That the said W B for and in consideration of a certain competent summe of, &c. hath demised, granted, bargained and to farm-letten

and by these presents, doth demise, grant and to farm-  
 let unto the said A. B. the reversion and remainder  
 of the said Shop, Ware-house, Chambers, and other  
 the premisses, by the said Indenture of Lease de-  
 mised, Together also with the said yearly rent of, &c.  
 thereby reserved, and the counter-part of the same  
 Indenture of Lease, under the hand and scale of the  
 said, &c. To have, hold, possesse and enjoy the said  
 Reversion and Rent of, &c. and every part thereof,  
 unto the said A. B. his executors, administrators and  
 assigns, from the day of the date of these presents  
 forwards, for and during all the residue of the afore-  
 said term of, &c. yet to come and unexpired; Yield-  
 ing and paying therefore yearly during the said  
 term, unto the said W. B. his executors or assigns,  
 at the Feasts of, &c. onely one Pepper-corn, if  
 the same shall be lawfully demanded. And the said  
 W. B. for himself, &c. that he the said W. B. at the  
 time of the ensealing and delivery of these pre-  
 sents, is the true, perfect, and lawful owner and pos-  
 sessor of the said demised reversion and rent: And is  
 at the ensealing and delivery of these presents, law-  
 fully and absolutely possessed thereof. And that he  
 the said W. B. hath full power, good right, true  
 title and lawful authority, to demise and grant  
 the said reversion and rent of, &c. unto the said A.  
 B. his executors, administrators, and assigns, for  
 and during all the rest and residue of the said term  
 of, &c. in manner and form aforesaid, according to  
 the true intent and meaning of these presents. And  
 further that the said W. B. his heires, executors,  
 administrators and assigns, and every of them from  
 time to time, and at all times hereafter, during the  
 said term, shall and will clearly exonerate, acquit,  
 discharge, save and keep harmlesse as well the said  
 A. B. his executors, administrators, and assigns,

as the said demised reversion and rent, of and from all former and other bargains, sales, gifts, grants, leases, forfeitures, titles, claims, demands and incumbrances, whatsoever. And moreover, the said W. B. for himself, &c. that the said yearly rent of, &c. shall continue, remain, and be from henceforth during the rest and residue of the said term yet to come and unexpired, before mentioned, due and payable unto the said A. B. his executors, administrators and assigns, according to the said Indenture of Lease, and the tenor, effect, and true meaning of these presents, In witness, &c.

Note that the Tenant must attorn,  
or nothing passeth, &c.

*An Annuity or yearly Rent-charge.*

**T**His Indenture made, &c. Between A. B. of, &c. Gentleman, on the one part, and C. D. of, &c. on the other part, witnesseth, That the said A. B. for and in consideration of the sum of, &c. to him in hand paid, before the enscaling and delivery hereof by the said C. D. the receipt whereof he the said A. B. doth acknowledge, and thereof, and of every part and parcel thereof, doth acquit, exonerate and for ever discharge the said C. D. his executors, &c. by these presents hath given, granted and confirmed, and by these presents doth give, grant and confirm unto the said C. D. one annuity or yearly rent-charge of, &c. to be had, taken, perceived and received, and to be issuing and going out, of, and in all and singular the messuages, lands, tenements and hereditaments whatsoever of the said A. B. as well in, &c. as elsewhere within the Realm of  
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*England*, to be paid at four Feasts or terms in the year, that is to say, at the, &c. by even and equal portions, The first payment thereof to be made and begin on the, &c. To have, hold, receive, perceive, take and enjoy the said annuity or yearly rent-charge of, &c. unto the said C D his Executors, administrators, or assignes, to be paid at the four feasts aforesaid, in form before declared, from the day of the date of these presents, unto the full end and term of, &c. And if it shall happen the said annuity or yearly rent of, &c. to be behind and unpaid in part or in all after any of the said Feast-dayes or terms of payment thereof as aforesaid, in which it is appointed to be paid, That then and so often as the same, or any part thereof, shall so be behind and unpaid, the said A B granteth and agreeth for himselfe, his heires, executors, administrators and assignes, to and with, &c. that it shall and may be lawful to and for the said C D his executors, administrators and assignes, and every or any of them, into all and singular the said Messuages, Lands, Tenements, and Hereditaments of the said A B as well in, &c. aforesaid, as elsewhere within the Realm of *England*, to enter and distrain, both for the annuity aforesaid, and the arrerages thereof (if any be) and the distresse and distresses there from time to time found and taken, to bear, lead, drive, take and carry away, and the same to with-hold, detain, keep and impound, until the same annuity or yearly rent-charge of, &c. and the arrerages thereof (if any such shall be) the said C D his, &c. be fully satisfied, contented and paid. And the said A B hath put the aforesaid C D in full possession of the said annuity or yearly rent-charge of, &c. in form as aforesaid (to be had, received and taken) by the delivery and payment of the sum of, &c. which the said A B hath at the enscaling and delivery

delivery of these presents given and delivered unto the said C D in name of possession of the said Annuity; And the said A B for himself, &c. that the said A B his, &c. shall and will from time to time and at all times during the said term of, &c. well and truly pay or cause to be paid to the said C L his, &c. or some of them, the said Annuity or yearly rent of, &c. in manner and form aforesaid, and according to the true intent and meaning of these presents. In witness whereof, &c.

*An Indenture of Apprentiship.*

**T**HIS Indenture witnesseth, That E B Sonne of I B late of, &c. of his free and voluntary will hath put himselfe Apprentice to R W C and, &c. the Science or Trade which he now useth to be taught, and with him after the manner of an Apprentice to dwell and serve from the Feast of, &c. unto the full end and term of, &c. from thence next ensuing, and, &c. By all which term of, &c. the said Apprentice, the said E B well and truly shall serve, his secrets shall keep close, his commandements, lawful and honest every where, he shall gladly do; hurt to his said Master he shall not do or suffer to be done, to the value of twelve pence or more by the year, but shall let it if he may, or else immediately admonish his said Master thereof; the Goods of his said Master he shall not inordinately waste; nor them to any body lend. At Dice or at any other unlawful Game he shall not play, whereby his Master may incur any hurt; Fornication in the house of his said Master, or elsewhere he shall not commit, Matrimony he shall not contract; Taverns he shall not frequent, with his own proper-Goods or any others during the said term, without the special license of his



his Master he shall not Merchandise from the service of his said Master day nor night, he shall not absent or prolong himself; but in all things as good and a faithful apprentice, shall bear and behave himselfe towards his said Master and Mistresse, and all his, during the term aforesaid. And the said R. B. to his said apprentice, the science or art which he now useth, shall teach and inform, or cause to be taught and informed the best way that he may or can: and also shall find to his said apprentice apparel, meat, drink, and bedding, and all other necessities meet and convenient for an apprentice, for and during the term aforesaid. In Witnesse, &c.

*A bargain and sale of a Mannor.*

**T**HIS Indenture made, &c. Between I H of, &c. and R B of, &c. Esquires. of the one part, and W of, &c. on the other part; Witnesseeth, That whereas T H of, &c. Father of the said I H by his Writing or Deed indented, bearing date the, &c. in the sixteenth year of, &c. for the considerations therein expresse, did demise, grant, set and to farmlet unto the said I H his said Son, &c. All those three yard-lands, with the appurtenances in W aforesaid, being or being accounted to be the ancient Demeasns Lands of the Mannor of W heretofore purchased by the said T H of R S Esq; and also all that his yard or half of Land lying in W aforesaid, then lately purchased of one H H with all Hades, Leyes, Banks, Lot-grasse, Commons, Profits, Wayes, Easements, Commodities and appurtenances, &c. thereunto belonging: and all that Dove-house, Close and new Orchard in W aforesaid, to the said, &c. belonging or appertaining, or therewith used, occupied or enjoyed, as in, &c. except, &c. To have and to hold the said three

three yard Lands, Close, Orchard, and all other the premises (except before excepted) unto the said I H his executors and assignes, for and during and unto the full end and term, &c. from thenceforth next and immediately ensuing, if the said T H and his so long live, for and under the, &c. payable, as by the said deed or writing indented, relation being thereunto had, more at large it will and may appear. And whereas further the said T H by one other writing or deed indented, bearing date, &c. for and in consideration of the natural love and Fatherly affection that he the said T H did bear to the said I H and to the children of the said I H being his Grandchildren, and for the settling of the Mannors, Lands, Tenements and Hereditaments (in the said Deed indented expressed) in his name and blood, did in and by the said last mentioned Deed indented, covenant and grant for himself and his heirs, to and with the said I H and his heirs, that the said T H and his heirs, should and would immediately from thenceforth stand and be seised of and in all that the Mannor or reputed Mannor of W in the Countrey of O, and of and in all that the Capital Messuage of W in the Countrey of O, wherein the said T H then dwelt; with all and singular their and every of their rights, rents, quit-rents, members and appurtenances whatsoever; And of and in all those three yard Lands, called or known by the Name of the Antient Demeasns Lands of the said Mannor, and of and in all that yard and half of Land, lying in W aforesaid, which the said T A had lately purchased, as aforesaid is expressed: And of and in all and singular Messuages, Lands, Tenements, and Hereditaments of the said T H in W aforesaid, (the advowson of the C of W aforesaid excepted) to the use and behoof of the said T H for and during his natural life, without impeachment  
of

of or for any manner of waste : and after his decease to the use and behoof of the said I H and his heires forever, as by the said last mentioned Indenture acknowledged and enrolled in his Majesties high and honorable Court of Chancery more at large it will and may appear. By force and vertue of which said recited Indenture of Lease, he the said I H is in and upon the said premisses entred, and was and is by force of the said recited Indenture, and by force of the Statute made the, &c. in the, &c. for the transferring of uses into possessions, as well of the said term of three-score years, as of the said remainder expectant, after the death of the said T H possessed and seized. And he the said I H being so of the said premisses possessed and seized, did afterwards by his Indenture bearing date, &c. and enrolled in the high Court of Chancery, for the consideration therein expressed, give, grant, bargain, sell, assign, set over and confirm unto the said R B his executors, &c. all and singular the before mentioned premisses, with their appurtenances, and every part and parcel thereof, as in and by the said last mentioned Indenture, whereunto relation being had, more fully and at large it doth and may appear. Which said bargain and sale was and is upon condition, that if the said I H, &c. should or did pay, &c. on the, &c. at or in the, &c. unto the said R B his, &c. That then the said Indenture of bargain and sale to be void ; as in and by one Indenture made between the said I H on the one part, and the said R B on the other part, bearing date, &c. to which reference being had, more at large it doth and may appear. Now this Indenture further witnesseth, That the said I H and R B for and in consideration of the sum of, &c. to them by the said W P before the enscaling and delivery of these presents, well and truly in hand paid, whereof and where-  
with

with the said I H and R B do acknowledge themselves to be fully satisfied, contented and paid, and thereof, and of every part and parcel thereof, &c. have granted, bargained, sold, assigned, set over and confirmed, and by these presents do fully, clearly and absolutely grant, bargain, sell, assign, set over and confirm unto the said W P his, &c. not only the said recited Indenture of Lease, and all their estate, right, title, interest and term of years therein yet to come and unexpired; But also all the said Mannor of W and Capital Messuage in the said County of O with the appurtenances; Together with the said three-yard-land, called by the name of the ancient Demeasn Lands of the said Mannor: And also all that yard and half of Land in W aforesaid; which the said T H purchased of the said H H as aforesaid; And also all and singular Out-houses, Barns, Stables, Dove-houses, Yards, Orchards, Gardens, Lands, Meadows, Pastures, Feedings, Commons, Common of Pasture, Woods, Under-woods, Water, Water-courses, Fishings, Wayes, Easements, Profits, Commodities and Hereditaments whatsoever, to the said Mannor of W and other the premisses aforesaid, or to any part or parcel thereof belonging, or in any wise appertaining, or therewithal now used, occupied or enjoyed, as part, parcel or member thereof, and all the Lands, Tenements and Hereditaments whatsoever, to the said I H belonging, lying and being in W aforesaid, and the said remainder expectant upon the death of the said T H and all and every other reversion and reversions, remainder and remainders of the said bargained premisses, and of every part and parcel thereof, and the rent and rents, and yearly profits whatsoever, reserved upon whatsoever Demise, Lease, Estate or Grant, Demises, Leases, Estates or Grants heretofore made of the before bargained premisses,  
or

or any part or parcel thereof, Together with all Evidences, Charters, Escripts, Minuments and Writings touching or concerning the premises, which he the said I. H. hath or may, come by without sute in Law, To have and to hold the said Mannor of W. Lands, Tenements, and all and singular other the premisses above mentioned to be hereby bargained and sold, with the appurtenances, and every part and parcel thereof, and all the estate, right, title, interest, term and terms of years, reversion, remainder, claim and demand whatsoever, of the said I. H. and R. B. and of either of them, or any other person or persons whatsoever, in and to the same, unto the said W. P. his Heires, Executors, administrators and assignes, to the sole and proper use and behoof of the said W. P. his heirs, &c. for ever. And the said I. H. and R. B. for themselves severally and respectively, and for their several and respective heirs, &c. all and singular the before bargained premisses, with their appurtenances and every part and parcel thereof; unto the said W. P. his heires, Executors, administrators and assignes, to the use and behoof aforesaid, shall and will warrant, and for ever defend by these presents. In witness, &c.

*An Indenture of Defezance for the making void of all former statutes, payment of a sum of, &c. and performance of Covenants, &c.*

**T**His Indenture made the, &c. Between A. B. of &c. on the one part, and E. A. of, &c. on the other part, Witnesseth, That whereas the said E. A. in and by one recognizance or Writing obligatory, of the nature of a Statute Staple, lately made and provided for the recovery of debts, bearing date, &c. taken, sealed, acknowledged and entred into before Sir T. R. Lord

Lord Chief Justice of *England* is and standeth bounden unto the said A. B. in the summe of, &c. payable, as in and by the said recognizance or writing obligatory of the force of a Statute staple, more fully and at large it doth and may appear. It is now neverthelesse covenanted, granted, concluded and agreed by and between the said parties to these presents, and the true intent and meaning of these presents, and of the parties hereunto is, and the said A. B. is contented and pleased; That if the said E. A. his heirs executors and assigns do or shall, at or before the, &c. discharge and clearly make void upon record, as well all and every Statutes Merchant and of the Staple, as also all recognizances heretofore acknowledged and entered into by the said E. A. either by himself alone, or jointly with any other person or persons (the statute above recited only excepted.) And thereof bring, deliver and leave certificates under the hands of the Clerks of the several offices, or their deputies in that behalf, at or in the, &c. to and for the said A. B. his executors or assigns, at or before the, &c. day of, &c. next ensuing; And also if the said E. A. his heirs, executors, Administrators or assigns, or any of them do well and truly pay or cause to be paid unto the said A. B. his heirs or assigns, or to some or one of them the full sum of, &c. at or in, &c. in manner and form following (that is to say) the sum of, &c. on the, &c. and the sum of, &c. on the, &c. in full satisfaction and payment of the sum of, &c. And also if the said E. A. his heirs, executors and assigns, do and shall well and truly observe, perform, fulfill, accomplish and keep all and singular the covenants, Grants, Articles and agreements which on his and their parts and behalfs are or ought to be observed, performed, fulfilled, accomplished and kept, covenanted and specified in one pair of Indentures, bearing

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ing, date, &c. made between the said E A of the one part, and the said A B on the other part, according to the true intent and meaning of the said Indentures: that then the said Recognizance or writing obligatory above recited or mentioned, shall be utterly void and of none effect, otherwise the same shall stand and abide in full force, &c.

*A Release of Lands upon performance of articles.*

**T**O all Christian people, &c. I, E. Lof, &c. send greeting in our Lord God everlasting. Know ye that I the said E I as well in consideration of the full performance of certain covenants and agreements mentioned and expressed in one pair of Indentures bearing date, &c. last past, &c. made between me the said E I on the one part, and Sir H W &c. as also for divers other good causes and considerations, &c. have remised, released and for ever quit-claimed, and by these presents do for me, my heirs and assigns and every of us, freely, clearly and absolutely remise, release and for ever quit-claim unto the said Sir H W his heirs and assigns for ever, in his or their full and peaceable possession, seizin and being all the estate, right, title, interest, possession, reversion, claim and demand whatsoever which I the said E I now have, may, might or ought to have, or which I or my heirs at any time hereafter shall or may have, might or ought to have or claim of, in or to all those the rectories of B &c. and also of, in and to all and singular Messuages, Mills, Lands, Tenements, &c. to the said, &c. belonging or appertaining. To have and to hold the said rectories, &c. unto the said Sir H W his heirs and assigns, to his and their own proper use and behoof for ever; so as neither I the said E I nor my heirs, shall or may at any time hereafter as

claim,



claim, challenge or demand any right, title, interests claim or demand whatsoever, of, in or to the premises before mentioned, or of, in, or to any part or parcel thereof, but thereof and therefrom shall be utterly debarred, and for ever secluded by these presents. And I the said E I and my heires, the said rectories, and all and singular other the premisses above mentioned, and with their appurtenances, unto the said Sir HW his heires and assignes, to the uses and behoofs aforesaid, against me the said E I and my heires, and against my Father I I and W E my Uncle, their and either of their Heires and Assigns, or any other person or persons whatsoever claiming by, from or under me, them or any of them, shall and will warrant and for ever defend by these presents. In witness, &c.

*A Conveyance in Fee-simple of a House and Land &c.*

**T**His Indenture made the, &c. between G C of, &c. on the one part, and H H of, &c. and S his wife, on the other part, Witnesseth, That the said G C for and in consideration of the sum of, &c. to him at and before the enscaling and delivery of these presents well and truly in hand paid by the said H H and S his wife, whereof and wherewith he the said G C doth acknowledge himself, &c. hath granted, aliened, bargained, sold and confirmed, and by these presents doth fully, clearly and absolutely grant, alien, bargain, sell and confirm, unto the said H H and S his wife, All that Messuage or Tenement, situate or being in the County of S now in the tenure or occupation of the said G G or of his Assignee or Assignees, of three ages of Land or thereabouts, lying on the backside of the said house, be it more or

less, and all Barns, Stables, Orchards, Gardens, buildings and other hereditaments to the same belonging or appertaining; or with the said House or Tenement commonly used, occupied or enjoyed, or which are accepted, reputed or take to be part, parcel or member of the same, and now in the tenure or occupation of him the aforesaid G. C. his Assignee or Assignees, with all Commons, and Common of Pasture whatsoever to the same belonging; and also of those two Cottages or Tenements in T. aforesaid standing together, adjoyning to the said Messuage or Tenement, and one parcel of ground adjoyning to the said Cottages, which said Cottages and parcel of ground last mentioned do contain by estimation, on the side towards the Kings high street, twenty yards of Ground or thereabouts, and on that side towards the Garden, now or late of the said G. C. thirteen yards of Ground or thereabouts, and now are in the several tenures and occupation of M. I. and F. L. and the reversion and reversions, remainder and remainders, rents and yearly profits whatsoever, of all singular the said premisses, to every part and parcel thereof, together with all and singular Deeds, Evidences, and writings touching or concerning only the premisses, or any part thereof; *To have and to hold* the said Messuage or Tenement, and the said three Acres of Land, and the said two Cottages or Tenements, and the said parcel of Land adjoyning to the said Cottages and other the premisses with their appurtenances before by these presents bargained and sold, or mentioned or intended to be thereby granted, aliened bargained, sold and confirmed, and every part and parcel thereof, unto the said H. H. and S. his Wife, and to the heirs and assigns of the said H. H. to the only proper use and behoof of the said H. H. and S. his wife,

wife, and the heirs and assigns of the said H. H. for ever, and the said G. C. for himself, &c. that he the said G. C. for and notwithstanding any act done by him the said G. C. to the contrary, at the time of the enfealing and delivery of these presents, is & standeth lawfully and rightfully seized in his demeann as of Fee-simple, in his own right, and to his own right use without any condition, limitation or other use or trust to alter, change or determine the same estate, of and in the said Messuages, Lands, Tenements, Cottages and premisses before mentioned, to be hereby granted, bargained and sold, and of and in every part and parcel thereof, and that the said G. C. for and notwithstanding any act done by him to the contrary, now hath, and at the time of the first estate to be had and executed to the said H. H. and S. according to the intent and true meaning of these presents, shall have full power, just right, and lawful authority to grant, bargain and sell the same, and every part and parcel thereof, with the appurtenances, unto the said H. H. and S. and the heirs and assigns of the said H. H. in manner and form as is before in these presents expressed, and that the same Messuages or Tenements, Lands, Cottages, and premisses and every part and parcel thereof with the appurtenances, shall from henceforth for ever remain and continue unto the said H. H. and S. his Wife, and to the heirs and assigns of the said H. H. freely and clearly acquitted, exonerated and discharged of and from all and all manner of former bargains, sales, gifts, grants, Dowers, Joyntures, Leases, Rents, Charges, Rents seck, arrerages of rents, annuities, uses, entails, statutes Merchant, and of the staple, judgements, forfeitures, executions, intrusions, and incumbrances whatsoever; and of and from all other charges, titles, troubles

troubles and incumbrances whatsoever, had, made, committed, or wittingly or willingly suffered or done by the said G C or by any other person or persons whatsoever, lawfully claiming, by, from or under him the said G C or by his means, assent, privity or procurement (the rent and services from henceforth to grow due to the chief Lord or Lords of the fee or fees of the premisses, for and in respect of his or their Seignorie or Seignories only excepted and fore-prized.) And further that he the said G C and his heires and assignes, shall and will at all time and times hereafter, within the space of five years next ensuing the date of these presents, upon the reasonable request, and at the costs and charges in the Law of the said H H and S his wife, or of the heires and assignes of the said H H make, suffer, do, knowledge and execute, or cause to be made, done, knowledged, suffered and executed, all and every such further lawful and reasonable act and acts, thing and things, devise and devises, conveyances and assurances in the Law whatsoever, for the further, more perfect, and better assuring & sure-making of the premisses before mentioned, to be hereby bargained and sold, and of every part and parcel thereof, unto the said H H and S his wife, and to the heires and assignes of the said H H for ever. Be it by fine or fines, feoffment or feoffments, recovery or recoveries, with a single or double Voucher or Vouchers, Deed or Deeds, inrolled or not inrolled, the enrolment of these presents, release confirmation with warranty of the said G C and his heires, only against him the said G C and his heires, or otherwise without warranty, or by all, every or any of the said wayes or means, or by any other wayes or means, which by the said H H &c. or his or their Counsel learned in the Law shall be reasonably devised

fel, advised or required, so as the same do not contain or extend unto any further warranty, than against him the said G C his executors or assignes, or against any further act or acts, than as aforesaid; and so as neither he nor they that make such further assurance, be compelled or compellable to travel further than the Cities of London and Westminster, for the doing, making or executing of such further assurances, and conveyances as aforesaid. And lastly, it is agreed by and between the said parties to these presents: That all and every the said assurances and conveyances so as aforesaid, hereafter to be had of the premisses, shall be and shall be esteemed and taken to be to the only use of them the said H H and S his wife, and of the heirs and assigns of the said H H for ever, and to no other use, intent and purpose whatsoever, any thing in these presents, contained to the contrary thereof in any wise notwithstanding. In witness whereof, &c.

*A Joynture to the wife made before marriage.*

**T**His Indenture made, &c. Between I C the younger of, &c. on the first part, and I C the Elder, &c. on the second part, and R W of, &c. on the third part, Witnesseeth, That the said I C the younger, for and in consideration of a marriage (by Gods grace) intended, and shortly to be had and solemnized between the said I C the younger, and A the Daughter of T C of, &c. And that the said A may be provided of a sufficient Jointure, in case she shall survive the said I C the younger, and for divers other good causes and considerations, him the said I C the younger hereunto especially moving, Doth for himselfe, his heires, executors, and administrators, covenant, promise

promise and grant to and with the said I. C. the elder, and R. W. their executors, &c. and to and with every of them by these presents, that he the said I. C. the younger, shall and will, before the end of Easter Term now next, &c. before the Justices (of our Sovereign Lord the King) of his Majesties Court of Common Pleas at *Westminster*, or some other person or persons thereunto lawfully and sufficiently authorized, acknowledge and levy one Fine *Sur consense de droit come ceo que ils ont de son done.*) with proclamation thereupon to be made according to the common course of fines in that behalf made and provided, unto the said I. C. the elder, and R. W. and their heires, or the heires of one of them, of, in and upon all that Messuage or Tenement wherein T. B. Vintner, now dwelleth, and whereof he the said I. C. the younger, is seised in his Demesne as of fee in his own proper right, commonly called or known by the, &c. situate, &c. And of all the Shops, Sellers, Sollers, Chambers, Rooms, Easements, Commodities and Appurtenances to the said Messuage or Tenement belonging, or to or with the same used, occupied or enjoyed, or reputed or taken, as part parcel or member of the same, or as belonging thereunto, by such name or names, and in such manner of form as by the said I. C. the elder, and R. W. or their Council learned in the Law, shall be reasonably devised and advised, or required, at the only proper costs and charges in the Law of the said I. C. the younger, the true intent and meaning of which said fine so to be levied and executed of the said premises, between the said parties is to be, and so shall be construed, intended and adjudged to be to the use and behoof of the said I. C. the younger, during his natural life, without impeachment of or for any manner of waste, and after his decease, to the use  
and

and behoof of the said A, &c. for and during the term of her natural life, without any impeachment, &c. and after her decease to the use and behoof of the heires of the body of the said I. C. the younger, on the body of the said A. lawfully to be begotten, and for default of such issue, to the right heires of the said A. for ever. Provided alwayes that if the said marriage shall not take effect, nor be had or solemnised between the said I. C. the yonger, and the said A. T. before the, &c. next ensuing, &c. That then the said fine so to be made, levyed and acknowledged of the said Messuage and premisses aforesaid, shall be, and shall be taken, deemed, adjudged and construed to be to the use of the said I. C. the younger, and to his heirs and assigns for ever, any thing herein contained to the contrary, &c. In witnesse, &c.

*A Lease to try a Title.*

**T**His Indenture made, &c. Between T. A. and R. M. &c. of the one part, and W. M. of, &c. on the other part, witnesseth. That the said T. A. and R. M. for divers good causes and considerations, &c. have demised, granted, &c. and by these presents do, &c. unto the said W. M. all that their Site of, &c. and all houses, edifices, buildings, barns, stables, orchards, gardens, easments and commodities thereunto belonging or appertaining, to have and to hold the said, &c. and all other the demised premisses with the appurtenances, and every part and parcel thereof, unto the said W. M. his, &c. from, &c. unto the end and term of, &c. from thence next, &c. Yielding, &c. unto the said, &c. their, &c. on P. &c. If it be demanded. In witnesse, &c.



*A Bargain and sale of a House in London.*

**T**His Indenture made, &c. Between R B of E in the County of N Esquire, of the one part, and I H of L Esquire of the other part, Witnesseeth, that the said R B for and in consideration of the sum of, &c. of lawful, &c. to him in hand paid before the enfealing and delivery of these presents by the said I H, whereof the said R B doth acknowledge the receit, and thereof and of every part and parcel thereof, doth clearly acquit and discharge the said I H his heires and assignes, and every of them for ever by these presents, hath given, granted, bargained, sold, aliened, infeoffed and confirmed, & by these presents doth fully, clearly and absolutely, give, grant, bargain, sell, alien, infeoff and confirm unto the said I H his heires and assignes for ever; All that Messuage or Tenement with the appurtenances, commonly called or known by the name of, &c. now or late in the tenure or occupation of one W S &c. or of his assignee or assignees, situate, lying and being in, &c. together with all and singular Shops, Sellers, Solers, Chambers, Rooms, Entries, Wayes, Passages, Yards, Back-sides, Lights, Water-courses, Easements, Profits, Commodities and Hereditaments whatsoever, to the said Messuage or Tenement now or at any time heretofore belonging or appertaining; or therewith now or heretofore demised, used, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, or any part thereof: And the reversion and reversions, remainder and remainders of all and singular the premisses, and of every part and parcel thereof: And the rents and yearly profits of all and singular the premisses; and of every part and parcel thereof. And also all and singular Deeds,

Evi-

Evidences, Charters, Letters Patents, Exemplifications of Records, Counter-parts of Leafes, Writings, Escrip̄ts and Minuments touching and concerning the before bargained premisses, and every part and parcel thereof. To have and to hold the said Messuage or Tenement, Shops, Sellers, Sollers, Chambers, and all and singular other the premisses, with their and every of their appurtenances, before by these presents bargained and sold, or meant, mentioned or intended to be hereby granted, bargained and sold, and every part and parcel thereof, unto the said I H his heirs and assigns, to the only use and behoof of him the said I H his heirs and assigns for ever.

And the said R B for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise and grant to and with the said I H his heirs

*That he is seized in Fee-simple and hath power to sell.*

executors, administrators and assigns, and to and with every of them by these presents, in manner and form following (that is to say,) that he the said R B at the time of the enfealing hereof is, and untill the first execution of an estate to the said I H his heirs and assigns by force of these presents, shall stand and be lawfully seized to him, his heirs and assigns, of and in the before bargained premisses, and of and in every part and parcel thereof, of a good, sure, lawful, absolute and indefeazible estate of inheritance in Fee-simple without any conditions, limitation, use, or other thing to determine, alker or change the same. And also that he the said R B now hath full power, good right, lawful authority and true title to grant, alien, bargain, sell and confirm the before bargained premisses, and every part and parcel thereof, unto the said I H his heirs or assigns, in manner and form aforesaid, and according to the true intent

*That the pre-* and meaning of these presents, And  
*misses are dis-* the said R. B. for himselfe, his heires  
*charged from* executors and administrators, and  
*incumbrances.* for every of them, doth further co-  
 venant, promise and grant to and with  
 the said I. H. his heires, executors  
 and assignes, by these presents, that the said Mes-  
 suage of Tenement, Shops, Sellers, Sollers, &c. and  
 all other the premisses above by these presents men-  
 tioned to be granted and sold, and every part and  
 parcel thereof, on the day of the date hereof, and from  
 time to time, and at all times hereafter for ever, shall  
 be, remain and continue to the said I. H. his heires and  
 assignes, to the only proper use and behoof of him the  
 said I. H. his heires and assigns for ever, free and clear,  
 and freely and clearly acquitted, exonerated and dis-  
 charged, or otherwise by the said R. B. his heires or  
 assignes, sufficiently saved and keep harmlesse, of and  
 from all and all manner of former bargains, sales,  
 joyntures, dowers, leases, annuities, rent, charge-  
 rents, seck arrerages of rents, Statutes Merchant  
 and of the staple, recognizances, judgements, exe-  
 cutions, intrusions, issues fines, amerciamentes, and  
 of and from all other charges, titles, troubles and in-  
 cumbrances whatsoever, had, made, committed, suf-  
 fered or done by the said R. B. his heirs and assigns,  
 one Lease heretofore made by T. P. of, &c. unto the  
 before named W. S. of the said Messuage or Tene-  
 ment and premisses, for the term of, &c. whereupon  
 the yearly rent of, &c. is reserved: which said yearly  
 rent from henceforth during the residue of the said  
 term, shall be due, payable and paid to the said I. H.  
 his heires and assignes (only excepted  
*For quiet enjoy-* and foreprised) and also that he the  
*ing.* said I. H. his heires and assigns, shall  
 and may from henceforth for ever  
 peaceably

peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, Shops, Sellers, Sollers and other the premisses above by these presents mentioned to be bargained and sold, and every part and parcel thereof, and the rents, issues and profits thereof, shall and may receive and take, without the let, interruption or contradiction of the said R. B. his heirs or assigns, or of any other person or persons, claiming from, by or under him, them or any of them, or by his or their means, right, title, consent, privity or procurement. And further the said R. B. doth covenant, promise and grant, for him, his heirs, *For further assurance,* and with the said I. N. his heirs and assigns, and to and with every of them by these presents. That he the said R. B. and his heirs, and all and every other person or persons, having & claiming or which shall or may have, claim or pretend to have any manner of estate, right, title or interest, into or out of the before bargained premisses, or any part or parcel thereof, by, from or under the said R. B. shall and will from time to time, and at all times hereafter during the time and space of, &c. next ensuing the date of these presents, upon every reasonable request, and at the costs and charges in the law of the said I. H. his heirs or assigns, do, make, acknowledge, execute and suffer, or cause to be made, done, acknowledged, executed and suffered all and every such further act and acts, thing and things, assurances and conveyances in the Law whatsoever, for the further, more better and perfect assurance, surety and sure-making of the said Messuage or Tenement Shops, Sellers, Sollers and all other the premisses, with the appurtenances above by these presents mentioned to be bargained and sold unto the said I. H. his heirs and

and assigns for ever: be it by fine or fines, with proclamation, recovery or recoveries, with double or single Voucher or Vouchers, Deed or Deeds, inrolled or not inrolled, The inrolment or acknowledgement of these presents, release, confirmation with warranty against the said R. B. and his heires, or without warranty, or by all or any, or as many of the wayes, means and devises aforesaid, or by any other wayes or means whatsoever as by the said I H his heires or assigns, or by his or their Council learned in the Law shall be reasonably devised or advised and required. And also it is agreed by and between the said parties to these presents, that all and every the said conveyances and assurances so, as aforesaid, hereafter to be had, made, levied or executed of the before bargained premisses, and every or any part or parcel thereof, shall be and inure, and shall be esteemed, adjudged and taken to be and inure to the only use and behoof of him the said I H his heires and assigns for ever, and to no other use, intent or purpose whatsoever: any thing in these presents contained to the contrary thereof, in any wise notwithstanding. In witness, &c.

*A short Lease of a House in London.*

**T**HIS Indenture made, &c. Between N H of, &c. Gentleman, on the one part, and I C of, &c. of the other part, Witnesseth, that the said N H for divers good causes and valuable considerations him hereunto especially moving, hath demised, granted, and to farm-let, and by these presents doth demise, grant and to farm-let unto the said I C his executors, administrators, &c. all that Messuage or Tenement of him the said N H situate, lying and being in, &c. containing these several rooms following (that is to say)

one

one kitchen on the ground, two little rooms or chambers over the same kitchen, and three other little rooms over the said two last mentioned rooms, &c. together with all wayes, entrie, passages, lights, easements, water-courses, profits, commodities, and appurtenances whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or therewith now used, occupied or enjoyed. To have and to hold the said Messuage or Tenement, and all and singular other the premisses before by these presents demised or mentioned to be demised, with the appurtenances, and every part and parcel thereof, unto the said I C his &c. from the feast day of, &c. unto the full end and term of, &c. from thence next ensuing, and fully to be compleat and ended; Yielding and paying therefore yearly, during the said term unto the said N H his executors, administrators, &c. the rent or sum of, &c. of lawful, &c. at the four most usual Feasts or Terms in the year, (that is to say) at the Feasts of, &c. by even and equal portions, or within fourteen dayes next ensuing every of the same Feasts: And if it shall happen the said yearly rent of, &c. to be behind and unpaid, in

part or in all, by the said space of *Re-entry upon non-payment of the rent.*  
fourteen dayes next ensuing after any of the said Feasts on which

the same ought to be paid, as aforesaid, being lawfully demanded, that then and from thenceforth and at all times afterwards, it shall & may be lawful to and for the said N H his executors, administrators, &c. into the said Messuage or Tenement & into every part and parcel thereof, wholly to re-enter, and the same to have again, retain and repossess, as in his and their first and former estate; any thing aforesaid to the contrary thereof in any wise notwithstanding. And the said I C for himself, his executors,

tors, Administrators and assignes, and for every of them, doth covenant, promise and grant to and with the said N. H. his executors and assigns, and to and with every of them by these presents, in form following (that is to say) That the said I. C. his executors, administrators and assignes, or some of them, at his or their own proper costs and charges, shall and will from time to time, and at all times hereafter, during the said term of, &c. hereby granted, well and sufficiently repair, support, uphold, maintain, amend and keep the said Messuage or Tenement, and all and singular other the premises, and every part and parcel thereof, in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, and the Pavements, Privies and Widdraughts belonging to the premises, shall cause to be paved, purged, emptied and scoured: And the same premises, and every part thereof, so well and sufficiently repaired, upholden, maintained, glazed, purged, emptied, paved, kept and amended, in the end of the said term, or other sooner expiration or determination of this present Lease, peaceably and quietly shall leave, surrender and yield up unto the said N. H. his executors and assignes: And the said N. H. doth for himself, his, &c. covenant promise and grant to and with the said I. G. his, &c. and to and with, &c. that he the said I. C. his, &c. paying the rent, and performing the covenants before, in, and by these presents mentioned and reserved, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possesse and enjoy the said Messuage or Tenement, and all and singular other the premises, with their appurtenances, and every part and parcel thereof, without any manner of let, sute, trouble, disturbance, eviction or interruption of the said N. H. his, &c. or any of them, or of any other person or persons what.



whatsoever claiming from, by or under him, them, or any of them, or by his or their means, act, title, consent, privity or procurement. In witness, &c.

*An Indenture of Covenants for passing of a Recovery in the Common-pleas to cut off an intail.*

**T**His Indenture made, &c. Between E. C. of, &c. of the one part; and W. O. and I. H. of, &c. of the other part, Witnesseth, That it is covenanted, granted, concluded and agreed by and between the said parties to these presents; and the said E. C. doth covenant and grant to and with the said W. O. and I. H. that he the said E. C. shall and will permit and suffer the said W. O. and I. H. to purchase and sue forth out of the high Court of Chancery one or more Writ or Writs of entry *sur discesin en le post*, returnable before the Justices of the Common-pleas at *Westminster*, at some certain day of return in Easter Term next coming; by which Writ or Writs the said W. O. and I. H. shall demand against the said E. C. all that Messuage, Tenement or Farm, with the appurtenances, situate, &c. which late were in the possession of, &c. & also all that Close of Pasture-ground, commonly called, &c. containing, &c. and all that Close of Pasture, &c. and also all and singular Lands, Tenements, Rents, Reversions, Services, Commons, Profits, Commodities, Emoluments, and Hereditaments whatsoever, with all and singular the appurtenances, to the premises, or any part or parcel thereof belonging, or in any wise appertaining, by such name and names, and in such manner and form, and by such number and quantity of acres, as the said W. O. and I. H. or the survivor of them, or the Council learned of them, shall be devised or advised; to which Writ the said E. C. shall appear personally, or by Attorney, in the said  
O Court

Court of Common-pleas, and enter into the said warranty and impart, and vouch to warranty the Common vouchee, who shall after depart in contempt of the Court; so as a good and perfect recovery shall and may be had in due forme and order of Law, of the said Messuages, Lands, &c. and all other the Premises, with the appurtenances, according to the usual course of common Recoveries for assurance of Lands and Tenements in the said Court of Common Pleas; and that a Writ of *habere fac seisinam* shall be thereupon awarded, executed and returned accordingly. And it is further condescended unto, and agreed by and between all the said parties to these presents, That as well the said Recoverie so to be had and executed, as aforesaid, as also all and every other Recovery, or Recoveries, Conveyances and assurances whatsoever, which before the feast of, &c. shall be had and executed by and between the said parties to these presents, or any of them, of the said Messuages, Lands, Tenements, and Hereditaments, and all and every other the premises, with the appurtenances, of of any part or parcel thereof, by what name or names soever the same shall be so had and executed; and the full force and execution of them, and every of them, shall be and endure, and shall be construed, adjudged and taken to be and endure to the only use and behoof of the said W. O. his &c. for ever. And the said W. O. and I. H. and the survivor of them, and the heirs of the survivor of them, shall for ever from thenceforth stand and be seized thereof, and of every part thereof, to the only use and behoof of the said W. O. his heirs and assigns for ever, and to no other use, intent or purpose whatsoever; In witness, &c.

*An Assignment of a Lease.*

**T**His Indenture made, &c. Between P. S. of, &c. and M. his wife and executrix of the last Will and Testament of I. C. late of, &c. deceased, on the one part, and W. W. of, &c. Yeoman, on the other part, Witnesseth, That whereas T. M. of, &c. in and by one Indenture of Lease bearing date, &c. for the considerations therein mentioned, did demise, grant and to farm-let unto the said I. C. (retiring the Grant) as in and by the said recited Indenture of Lease amongst divers other Covenants, Grants, Articles and Agreements therein contained, more fully and at large it doth and may appear. Now this Indenture witnesseth, that the said P. S. and M. his wife, as well for and in consideration of the sum of, &c. to them in hand paid, before the enrolling and delivery of these presents by the said W. W. whereof they do acknowledge the receipt; and thereof, and of every part and parcel thereof, do acquit, exonerate and for ever discharge the said W. W. his, &c. by these presents, Have given, granted, bargained, sold, assigned and set over, and by these presents do give, grant, &c. unto the said W. W. his, &c. all that parcel of ground or garden-plot, with the appurtenances, before mentioned, and all houses, edifices, buildings, &c. and all the estate, right, title, interest, possession, terme of years to come, claim and demand whatsoever, which they the said P. S. and M. his wife, or either of them now have or hath, may, might, should or in any wise ought to have or claim; of, in or to the said parcel of ground, and garden-plot, and other the premises, with the appurtenances; and every or any part or parcel thereof, by force and virtue of the said Indenture of Lease. To have and to hold *Habund.*

the said parcels of ground or garden-plat, and all houses, Edifices and buildings thereupon, or upon any part or parcel thereof, now standing or being; And also all the said recited Indenture of Lease, and all the estate, right, title, interest, term of years, and all and singular other the premises, with the appurtenances, in and before by these presents bargained, sold, assigned and set over, or mentioned or intended to be hereby given, granted, bargained, sold, assigned and set over, and every part and parcel thereof, unto the said W. W. his Executors, Administrators and Assigns, to his and their own proper use and behoof, during the residue of the said term, in and by the said indenture of Lease granted, and therein now to come and unexpired, in as large, ample and beneficial manner, to all intents, constructions and purposes, as they the said P.S. and M. his Wife, or either of them, now have or hath, may, might, should or in any wise ought to have and enjoy the same, by force and vertue of the said recited Indenture of Lease, or otherwise howsoever; And the said P.S. and M. his wife, for themselves, their Executors, &c. and for either of them, and either of their, &c. doth covenant, &c. that the said recited Indenture of Lease, &c. at the time of the enfeoffing and delivery of these presents, is a good, sure, perfect and indefeazable Lease in the Law, of and for the said parcel of ground or garden-plat, and premises hereby demised, &c. so shall stand, remain, continue and be unto the said W. W. his executors, &c. to his and their own proper use & behoof, for and during all the term of years thereby granted and yet to come and unexpired, under the Rents and covenants, therein mentioned or contained. And also that the said W. his, &c. and every of them, under the Rents, Covenant, Articles, and Agreements in the said recited Indenture of Lease contained, shall

or may for and during all the rest and residue yet to come and unexpired of the said Term in the said recited Indenture or Lease contained, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said parcel of ground or garden-plat, and all other the premises, with the appurtenances, and every part and parcel thereof, without the let, trouble, contradiction or interruption of them the said P. S. and M. his Wife, or either of them, their or either of their heirs, executors, or assigns, or of any other person or persons whatsoever, lawfully claiming or to claim any estate or interest in the premises, or any part thereof, by, from or under him, them or any of them, discharged also of and from all former Bargains, Sales, Gifts, Surrenders, Forfeitures and Re-entries, Rents, Arrerages of Rents, Charges and Incumbrances done or to be done by the said P. S. and M. his wife, or either of them, or by any other person or persons whatsoever, lawfully claiming from, by or under him, them or either or any of them, as aforesaid; or by his, their, either or any of their means, act, title, interest, forfeitures or procurement, the rents and covenants in the said recited Indenture of Lease herein before mentioned and expressed, only excepted and foreprized. In witness, &c.

*An Assignment of the Moiry of a House and Goods, with good Covenants.*

TO all Christian people to whom, &c. R. B. of L. &c. executor of the last Will and Testament of R. R. late of L. deceased; and P. K. Citizen, &c. send greeting in our Lord God everlasting. Whereas W. T. of, by his Indenture of Lease dated, &c. for the consideration therein mentioned, did demise, grant and to farm-let unto the said P. K. his, &c. all

That the Messuage or Tenement, called, &c. situate and being, &c. together also with all the goods and Utensils of Household-stuff, then being in and belonging to the said Messuage or Tenement, mentioned and comprized in a Schedule to the said Indenture annexed: To have and to hold, &c. as in and by the said, &c. And whereas the said, P. K. by Deed pole dated, &c. for the considerations therein expressed, did demise, &c. the said last mentioned Indenture, &c. and all his estate, &c. of, in and to the said, &c. unto the said R. R. the estate and interest of which said R. R. of, and in, &c. did after come to the said R. B. Executor of the last Will and Testament of the said R. R. And the said R. B. being thereof possessed by the means aforesaid, did by Indenture dated, &c. for the considerations, &c. grant, bargain, &c. the Moiry of the said, &c. unto I. C. of, &c. And the said I. C. by Deed-pole dated, &c. did make over the said Moiry of the said, &c. unto A. B. Inn-keeper, &c. and the other Moiry of and in the same, &c. now remaining in the said R. B. and P. K. or one of them; together with the whole right, title, &c. Now know ye, that we the said R. B. and P. K. for and in consideration of, &c. Have given, granted, bargained, sold, assigned and set over, and by these presents, &c. unto the said R. M. the said last mentioned Moiry of the said Messuage or Tenement, with the appurtenances, called the &c. aforesaid: And also all our right, title and interest, of, in and to the said Moiry of the said Goods and Chattels before mentioned, thereunto belonging, and every part and parcel thereof: As also all the estate, right, title, interest, term and terms of years, property, claim and demand whatsoever, which we the said R. B. and P. K. or either of us, now have, may, might, should or in any wise ought to have and enjoy, of, in or to the said Messuage or Tenement, called, &c. and



of, in or to the Moiry of the said goods and chattels thereunto belonging : Together with all writings, Leases, Counterparts of Leases, Escripts and Minutments, touching and concerning the same premises, in as large and ample manner as we, or either of us, now have or may hold the same by force and virtue of the said several Indentures before mentioned, or any thing therein contained, or otherwise howsoever : To have and to hold all and singular the before bargained premises, with their appurtenances, and every part and parcel thereof, unto the said R. M. his, &c. to his and their own proper uses and behoofs, as fully, and in as large and ample manner and form, as we the said R. B. and P. K. or either of us, now have, may, might, should or ought to have and enjoy the same. And we the said R. B. and P. K. for us and either of us, and either of our heirs, &c. and for every of us, do covenant, promise, &c. that we the said R. B. and P. K. or one of us (at the time of the ensealing and delivery of these presents) are or is the very true and right owners and possessors, or owner and possessor of the premises hereby before mentioned to be bargained and sold, with the appurtenances, and every part and parcel thereof, for and during all the rest and residue of the said several terms yet to come and unexpired in the said several recited Indentures of Lease, granted that we, or one of us, have or hath full power and good right, true title, and absolute authority, to give, grant, bargain, sell, assign and set over the said premises hereby bargained and sold, with their and every of their appurtenances, unto the said R. M. his, &c. in manner and forme aforesaid. And also that all and singular the said premises hereby mentioned to be bargained and sold, with their and every of their appurtenances, and every part and parcel thereof, at the time of the ensealing and delivery of these pre-



sents are and be, and so at all times hereafter from henceforth during all the rest and residue of the said several terms, in and by the said several recited Indentures of Lease granted, shall be, remain and continue unto the said R. M. his, &c. free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmlesse, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Fines, Forfeitures, Rents, Arrerages of rents, cause and causes of forfeitures, and re-entry; and of and from all other Titles, Troubles and incumbrances whatsoever, heretofore, had, made, committed, suffered or done by us the said R. B. and P. K. or either of us, our Executors, &c. or any of us, in any manner of wise howsoever; And so shall be during all the rest and residue of all and so many years as are yet to come and unexpired of the said several terms, in and by the said several recited Indentures of Lease granted, according to the true intent and meaning of these presents (the several rents, payments, covenants and agreements in the said severall recited Indentures of Lease respectively comprized and specified: which from henceforth on the Tenants and Lessees parts and behalfts, are or ought to be observed, performed, fulfilled and kept, according to the true meaning of the several recited Indentures of Lease; and the Moity of one half part of the yearly rent of, &c. reserved for certain Roomes, and Chambers belonging to the, &c. now in the occupation of, &c. which Moity of the said rent is formerly sold and released unto the said A. B. his, &c. only excepted and foreprized) any thing in these presents contained, &c. In witnesse, &c.

*An Assignment of a Lease in trust whereof the Assignor is to take a further estate in the premises.*

**T**HIS Indenture made, &c. Between Sir A. C. of, &c. on the one part, and E. H. and C.D. of, &c. on the other part, Witnesseth, That whereas Sir I.D.&c.by his Indenture of Lease bearing date the &c. (*reciting the Grant and Habend.*) as in and by, &c. Now this Indenture further Witnesseth, that the said Sir A. C. for and in consideration of the trust hereafter mentioned, & for divers other good causes and considerations him thereunto moving, hath granted, bargained, sold, assigned and set over, and by these presents doth grant, bargain, &c. unto the said E. H. and C.D. their executors, administrators and assigns, and to the survivor of them the said E.H. and C.D. and to the executors, administrators and assigns of the survivor of them, all, &c. (mentioning all that is assigned and set over) To have and to hold the said Lordship, &c. and all other the premises, with all and singular their appurtenances before by these presents bargained, sold, assigned and set over, and every part and parcel thereof, unto the said E. H. and C. D. their Executors, Administrators and Assigns, and to the survivor or survivors of them the said E. H. and C. D. and to the executors, administrators and assigns of the survivor of them all, &c. (*mentioning all that is assigned, &c.*) Neverthelesse upon this trust and confidence in them and every of them reposed, that they the said E.H. and C.D. & the survivor of them, and the executors, &c. of the survivor of them, shall and will at all times hereafter, and from time to time, upon the reasonable request to them or any of them to be made, and at the costs and charges in the Law of the said Sir A. C. his executors, &c. assign, convey and assure, all and singular the before bargained premises, and every part and parcel thereof, unto such person or persons, their

their executors, &c. by the said Sir A. C. his Executors, &c. shall be nominated and appointed, in such manner and form, as by the said Sir A. C. his Executors, &c. or his or their Council learned in the Law, shall be reasonably devised, or advised, and required, and upon further trust and confidence, that they and every of them, shall and will upon the like request to be made, do and perform all and every lawful act and acts, thing and things whatsoever, for the extinguishment of this present bargain, sale, and assignment of the premises above mentioned, as by the said Sir A. C. his Executors, &c. or by his or their Council learned in the Law, shall be reasonably devised or advised and required. In witness, &c.

*An Assignment of a Judgement.*

**T**His Indenture made, &c. Between M. M. &c. on the one part, and R. T. &c. on the other part, Witnesseth; That whereas the said M. M. hath recovered a Judgement, in his Majesties Court of Common Pleas at *Westminster*, in *Hilary Terme Anno*, &c. against E. G. for xx l. debt, besides costs of sute, as by the Records of the said Court more at large may appear; Now the said M. M. for good considerations him moving, hath bargained, sold, assigned, and set over, and by these presents doth bargain, sell, assign and set over unto the said R. T. his Executors, &c. as well the said Judgement, and all and every sum and sums of money therein mentioned and contained; As also, all benefit and advantage, which shall or may be had, obtained or gotten by reason or means of the said Judgement, or any Procelle, or execution thereupon to be had, sued out, or executed: To have and to hold, the said Judgement, sum and sums of money, benefit, advantage and other the premises aforesaid, unto the said R. T. his, &c. to his and their

their own proper uses and behoofs, in as ample manner, as he the said M. M. his Executors or Assignes, might or could have and enjoy the same, if these presents had never been had or made; and the said M. M. his Executors, &c. shall and will justifie, maintain and ayow, all and every lawful act and thing that shall be done in and about the premises, without releasing or discharging the same. So as there be no further benefit taken, than onely the due debt, interest and charges; and that all the benefit which shall be obtained or gotten upon the said judgement, shall wholly remain and be unto the said R. T. his Executors, &c. to his and their own proper uses and behoofs, without any accompt, or other thing to be therefore yielded or done unto the said M. M. his, &c. for the same. Inwitness, &c.

*An Assignment of an Annuity.*

**T**O all Christian people, &c. I I. W. of, &c. Gentleman send greeting in our Lord God everlasting; Whereas I. G. Citizen, &c. by his Deed indented bearing date, &c. for the consideration therein mentioned, did give, grant and confirm unto me the said I. W. one annuity or yearly rent or pension of, &c. to be issuing and going out of all and singular the Messuages or Tenements, Lands and premises of the said I. G. situate and being in, &c. for the terme of the natural life of me the said I. W. as in and by the said Deed indented (among divers other Covenants, Grants, Articles and agreements therein contained) more fully and at large it doth and may appear: Now know ye, that I the said I. W. for good considerations me moving, have assigned and set over, and by these presents do assign and set over unto S. L. of, &c. the said Annuity or yearly pension of, &c. To have

have and to hold the said Annuity or yearly Rent of &c. aforesaid unto the said S.L. and her assigns, in as large and ample manner and form as I the said I. W. may or ought to have and enjoy the same by force of the said Deed indented, or any thing therein contained (together with the said Deed indented). In Witness, &c.

*A Release for one used in trust.*

**T**O all Christian people, &c. R.M. of, &c. sendeth greeting in our Lord God everlasting: Whereas C. G. and T. T. for and in consideration of a certain summe of money to them paid, by I. L. of, &c. by their Indenture of bargain and sale, bearing date, &c. did grant, bargain and sell unto the said I. L. and R. M. their Heirs and Assigns for ever, all that their third part in three parts equally to be divided, of all that their Messuage or Tenement called, &c. with the appurtenances, situate, &c. late in the tenure of, &c. And also all that their third part in three parts equally to be divided, of all that their Mine of Coals opened or to be opened, or to be gotten or digged, within the Grounds or Lands to the said Messuage or Tenement, called, &c. belonging or appertaining, or in any part or parcel thereof, as by the same Indenture among divers other Covenants, and agreements more at large it doth and may appear: all which premises in the Indenture specified, so sold, and granted to the said I. L. and R. M. as aforesaid, was before and at the enscaling of the said Indenture, intended and meant to be to the only use and behoof of the said I. L. and his Heirs, and to no other use or purpose whatsoever: Now know ye, that I the said R. M. for and in regard of the trust and confidence in me reposed by the said I. L. have

remised, released, and for ever quit-claimed, and for me and my heirs do by these presents remise, release, and for ever quit-claim unto the said I. L. and his heirs, All my right, interest, estate, title and demand which heretofore I have had, or now have, of and in the said premises, in the said Indenture specified, or in any part or parcel thereof. In witness, &c.

*A Surrender of a Lease for lives for the obtaining of a new Lease.*

TO all, &c. I A. S. &c. send greeting, &c. where- as I the said A. now am and stand lawfully seized, and possessed of a Lease for terme of my life to me made and granted by, &c. bearing date, &c. of and in, &c. all which premises are situate, &c. and are of the yearly value of, &c. as by the said Indenture of Lease, relation, &c. Now know ye, that I the said A. have granted and surrendred, and by these presents do fully and absolutely grant and surrender unto the said, &c. his Heirs and Assigns, the said Messuage, &c. demised by the said, &c. to me the said A. by the said recited Indenture of Lease as aforesaid, And all the estate, right, title, interest, term of life, and demand whatsoever, of me the said A. of in and to the said Messuage and other the premises, with the appurtenances, and of, in and to every of them, and every part and parcel thereof, by force and vertue of the said recited Indenture of Lease or otherwise howsoever: Together also with the said Indenture of Lease, To the intent nevertheless, and upon condition that the said, &c. may by his Indenture of Lease, make a new demise and grant of the premises to I. H. and C. his Wife, and N. their son, for term of their natural lives, and the life of the longest liver of them successively, or otherwise

wise as shall be thought convenient, and for and under the yearly rent, and under such provisos, covenants and articles, as shall be thought fit therein to be comprized. In witness, &c.

*A Revocation of a Sute.*

**T**O all, &c. I A. B. send greeting, &c. Whereas an action hath been brought at the Common Law in my name, against P. F. upon a bond; wherein the said P. F. and one W. D. became bound unto me in the sum of, &c. on the, &c. as by the same obligation, &c. Now know ye, that I the said A. B. do by these presents revoke and withdraw the said action, and sute brought against the said P. F. upon the said obligation, and all proceedings thereupon had in my name, and do also countermand all letters of Attorney, and other authorities whatsoever, by me heretofore made, or given to any person or persons, for the prosecution of any action or sute upon the said bond; And do also signifie and declare, that my will and pleasure is, that no action or sute shall at any time hereafter be brought or commenced against the said P. F. and W. D. nor either of them, nor their, nor either of their heirs, &c. upon the said obligation. In witness, &c.

*A Release for wast done.*

**T**O all, &c. W. S. of, &c. sendeth greeting in our Lord God everlasting: Whereas I. S. of, &c. being possessed of a Lease for divers yeares yet to come, of and in one parcel of Wood-ground, commonly called, &c. situate, &c. containing, &c. being parcel of the possession of W. S. &c. aforesaid; And wheres the said I. S. for the better advantage to himself, and for the increase of his own yearly



yearly profit to be made of the same Wood-ground, and for the better and more profitable manuring of the said ground, hath for that purpose cut down, and grubbed up divers trees in and upon the said parcel of Wood-ground, and hath converted the same ground into Tillage, whereby a far greater annual profit is, and yearly advantage will be made thereof, than if the same should continue Wood-ground, which in time to come will turn to the better benefit and advantage of the said W. S. and his heirs after the end and determination of the said Lease, made to the said I. S. yet notwithstanding the said I. S. is subject and liable to be questioned and troubled by action to be commenced against him, both for the waste he hath committed by cutting down trees, and for not preserving of the said Woods, according to the Covenants comprized in his said Lease; Now know ye, that the said W. S. &c. for and in consideration of, &c. and for divers good causes, &c. hath for himself, his heirs, executors, &c. remised, released, and quit-claimed, and by these presents doth clearly and absolutely remise, release, and quit-claim unto the said I. S. &c. all and all manner of actions of waste, and all manner of suits for any wastes or spoils done or committed by him the said R. S. in the said Wood, and Wood-ground, called, &c. aforesaid, untill the date of these presents; And all, and all manner of actions of covenants, and other actions, suits, or demands, concernings, covenants, provisoes, or agreements for not cutting down, or grubbing up the same Woods, or under-woods, heretofore cut and grubbed up. In witness.

*A Release of Errors.*

**B**E it Known, &c. That I A. B. &c. have remised, Breleased, quit-claimed and discharged, and always for me, my Heirs, Executors, Administrators and every of them, for evermore do quit-claim and discharge unto C. D. of, &c. all and all manner of error and errors, cause and causes of error and errors, misprisions, mis-entries and erroneous proceedings whatsoever, had, made, committed, omitted, suffered or done, in all, every or any plaint, plea, process, Judgment and Execution whatsoever, had, made, &c. by the said, &c. against me the said A. B. in any Court or Courts of Record, at any time from the beginning of the world, &c. In witnesse, &c.

*A Discharge of an Apprentice from his service.*

**T**O all, &c. I F. W. of, &c. send greeting, &c. Whereas M. N. by his Indenture bearing date, &c. did put himself Apprentice to me for the terme of, &c. commencing, &c. as by the said indenture may appear; Now know ye, that I the said F. W. for good considerations me thereunto moving, do by these presents clearly and absolutely discharge and set free the said M. N. of and from my service, so as neither I nor any for me shall or may at any time hereafter, ask, claim or demand any service of the said M. N. by vertue of the said Indenture or otherwise; And also I do hereby remise and release unto the said M. N. all actions, cause and cause of actions, service and demands whatsoever, which I now have or hereafter may have against him, by reason of any act whatsoever, from the beginning of the world until the

he day of the date of these presents. In witness  
whereof, &c.

*A Letter of Attourney, to receive money due upon a*

*Bond.* *James Bond* of the County of Middlesex, in the County of Middlesex, do hereby certify that the within written

**N**ow all men by these presents, that I T. A. of, &c. have assigned, ordained and made, and in my stead and places by these presents put and confirmed my trusty and well-beloved friend J. B. of, &c. my true and lawful Attourney, for use and in my stead and name, but to the use and behoof of him the said J. B. to take, recover and receive of W. S. of, &c. O. T. of, &c. and L. M. of, &c. the sum of, &c. due unto me for non-payment of the sum of, &c. of like money, on the twentieth day of, &c. last past before the date of these presents, had by one Obligation with condition thereunder written, bearing date, &c. in the year, &c. it doth and may more plainly appear; giving, and by these presents granting unto my said Attourney, my full power and lawful authority in the premises, to do, say, perform, touch and finish, for me and in my name lawfully all and every such act and acts, thing and things, devise and devices in the law whosoever, for the recovery of all the debts aforesaid, as fully, largely and simply in every respect, as I may self might or could do if I were personally present; and upon the receipt thereof, acquitances or other discharges for me and in my name to make, seal and deliver, ratifying, allowing and holding firm and stable, all and whatsoever my said Attourney shall lawfully do or cause to be done in or about the execution of the premises, by virtue of these presents. In witness, &c.

*A Letter of Attourney to enter upon Lands, and deliver a Lease.*

**K** Now all men, &c. that I R. R. of, &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint T. C. of, &c. my true and lawful attorney, for me and in my stead and name to enter and come into and upon the farm and Lands of T. in the Parish of, &c. in the County of, &c. now in the tenure or occupation of R. T. or of his assignes, and upon any part thereof, then and there for me, and in my stead and name, to deliver as my act and deed, unto H. M. of, &c. or to his assignes, one Indenture, whereunto I have already sealed, bearing date, &c. made between me the said R. R. on the one part, and the said H. M. on the other part, purporting a Lease of the said Farm and Lands unto the said H. M. his Executors, administrators and assignes, for the term of ten years next ensuing, as in and by the said Indenture more at large appeareth. Which Indenture, after the same shall be so delivered by my said attorney, I the said R. R. do promise by these presents, shall be my effectual Deed in Law, to all intents, constructions and purposes, as if I the said R. R. had sealed and delivered the same then there my self. In Witness, &c.

*Another Letter of attourney to enter upon Lands, and to deliver a Lease.*

**T**O all, &c. We T. A. and R. M. send greeting. Whereas we the said T. A. and R. M. have signed and sealed to one Indenture bearing date with these presents, purporting a Lease demised or granted to I. H. of, &c. of all that our Mannor or Farm of

of, &c. with the House, Barns, Stables, Orchards, Gardens, &c. and all that our site or Rectory or Parsonage of L. in the said County of N. Together with the Demeasfn Lands to the said Mannor or Farm belonging or appertaining. To hold from the enscaling and delivery of the same Indenture for the term of 6 years then next ensuing, as by the same Indenture of Lease at large appeareth. Now know ye, that we the said A. T. and R. M. have made, ordained, constituted and appointed, and by these presents do make, ordaine, configure, and in our steads and place our and appoint our trusty and well-beloved Friend J. H. &c. our true and lawfull attorney and assignee; for us, and in our steads and names to enter and come into and upon all that the said, &c. and other the lands aforesaid, or into some part thereof, and then and there, after such entry made, to deliver unto the said J. H. (as our very act and deed) the said Indenture of Lease above mentioned: to hold according to the tenure of the said indenture. And further to do and execute all and every such further thing or other act whatsoever, as shall be needful to be done and performed in that behalf, in as large, ample and full manner as we our selves might or could do, if we were personally present. In witness, &c.

*Letter of Attorney upon a Specialty being not due,  
with Covenants to justifie actions.*

To all, &c. to whom this present writing shall come, Sir T. R. of, &c. sendeth greeting in our Lord God everlasting. Whereas H. F. of, &c. Gentleman, in and by one Obligation with condition thereon endorsed, bearing date, &c. is and standeth bound unto the said Sir T. R. in the summe of, &c. of lawful, &c. conditioned for the true payment of, &c.

on the, &c. next, &c. as or in the, &c. as in and by the said Obligation and Condition thereof at large appeareth. Now know ye, that the said T. R. for divers good causes and considerations here moving, hath assigned, ordained and made, and in his deed and place put and constituted his trusty and well-beloved friend R. D. Cateson, &c. his true and lawful Attorney, for him, and in his deed and name, and to the only proper use and behoof of the said R. D. to ask, require and receive of the said H. F. his Executors, Administrators or Assignes, the said sum of, &c. at the said day and place aforesaid. And in default be made in payment of the said sum of, &c. as aforesaid: then he the said Sir T. R. hath by these presents make, ordain, constitute and appoint the said R. D. to be his true and lawful Attorney, for him, in his name, and to the only use of the said R. D. to ask, levy, demand, recover, and receive of the said H. F. his Executors and Administrators the said sum of, &c. so forfeited unto him the said Sir T. R. for non payment of the said sum of, &c. at the day, time and place aforesaid. Giving and by these presents granting unto his said Attorney, his full power and lawful authority in the premises; and upon default of the said sum of, &c. or any part thereof, the said H. F. his Heirs, Executors, Administrators, &c. or any of them to arrests sue, implead, imprison and out of prison to deliver, and pleas and prosecutions against them and every of them to sustain and maintain according to the course of the Law; and upon the receipt of the said sum of, &c. or any part thereof, acquittance or other discharges for him and in his name to make, seal and deliver: and one Attorney or more under him to substitute, and at his pleasure to revoke, and all and every other act and acts, thing and things devise and devise in the Law whatsoever

needful

needful or requisite to be done in or about the premises for him, and in his name to do, execute and perform as fully, largely and amply in every respect, as he himself might or could do if he were personally present; justifying, allowing and holding firm and stable, all or whatsoever his said attorney or his Substitute lawfully authorized, shall lawfully do or cause to be done in or about the execution of the premises by these presents. And the said T. R. for himselfe, &c. that he the said T. R. his Heires, Executors and administrators and every of them, at all time and times hereafter, upon the reasonable request, or notice to him given and at the costs and charges in the Law of the said R. D. his executors, administrators or assigns, or some of them, shall and will maintain, justify and avow with effect, all and every such action or actions, Writ or Writs, Pleas, Processe, Judgments and Executions whatsoever which by the said R. D. his Executors, administrators or assigns, shall at any time hereafter be lawfully sued, commenced had or brought in his name against the said H. E. his Heirs, Exec. or administrators, or any of them, upon or by reason of the Obligation above mentioned, or of any summe or sums of money therein mentioned or contained. And also, that he the said T. R. hath not at any time heretofore, neither he, his Executors, or administrators, or assigns, or any of them, at any time hereafter shall or will release, release or otherwise discharge the said H. E. his Heires, Executors or administrators, or any of them, of the said Obligation above recited: nor yet of any sum or sums of money therein contained, without the special license, consent or agreement of the said R. D. his Executors, administrators or assigns, or some of them, thereunto first had and obtained in writing: under his or their hands and seals, and that all the benefit and commodity there



shall be recovered, obtained or gotten by meanes of any such action, sute, plaine, judgement or executions shall redound, come and be to the only use and behoof of the said R. D. his, &c. without any accompt or other thing therefore to be yielded or done to the said Sir T. R. his, &c. or any of them. In witness, &c.

*A Letter of Attorney General to receive debts and rents,*

**K** Now all men by these presents, that I A. W. of &c. have assigned, ordained and made, and in my stead and place by these presents put and constitute my truly and well-beloved servant H. H. of, &c. to be my true and lawfull attorney, for me, and in my name, and to my use, to ask, sue for, levy, require, recover and receive all and every such debts, rents and summes of money as now are due unto me, or which at any day or dayes, time or times hereafter, shall be due, owing, belonging or appertaining unto me by any manner of wayes or meanes whatsoever, from any person or persons whatsoever, giving & granting unto my said attorney by these presents, my full and whole power, strength and authority in and about the premisses; and upon the receipt of any such debts, rents and summes of money aforesaid, acquittances or other discharges for me and in my name, to make, seal and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatsoever needfull and necessary to be done in or about the premisses for the recovery of all or any such debt, rents, or summes of money as aforesaid, for me and in my name to do, execute and perform, as fully, largely and amply to every respect, to all intents, constructions and purposes as I my selfe might or could do, If I were personally present; ratifying, allowing and holding  
firm

firm and stable all and every such act and acts. In  
witness, &c.

*A short Letter of Attorney of a Bond not due.*

**K** Now all men, &c. That I A. B. of, &c. have  
made, ordained, constituted and appointed, and  
by these presents do make, ordain, constitute and  
appoint R. B. of, &c. to be my true and lawful attur-  
ney irrevocable, for me, in my name and to his use, to  
ask, demand and receive of, &c. the full sum of, &c.  
which shall be due and payable unto me by the said,  
&c. at the Feast of, &c. next and immediately en-  
suing the date of these presents, by virtue of one  
Obligation to me made from the said, &c. bearing  
date, &c. last past, before the date of these presents,  
as by the same obligation, &c. And for non payment of  
the said sum of, &c. at the day and place aforesaid, I  
do by these presents authorize and appoint the said  
&c. for me and in my name and to the use aforesaid  
to ask, levy, sue for, recover and receive of the said  
&c. the said full summe or penalty of, &c. to be then  
due and forfeited unto me for such non-payment.  
Giving and by these presents granting unto my said  
attorney, my full power and absolute priviledge,  
right, benefit and authority in all things whatsoever,  
which doth, can or may in anywise touch or con-  
cern the premisses, either for the receipt of the said  
summe of, &c. on the day above mentioned, or for the  
doing and performing of any other act or acts,  
thing and things whatsoever, as shall be needful and  
 requisite to be done, prosecuted and performed for  
the recovery of the same, or the said penalty, in case  
of forfeiture, as aforesaid: and that in as large and  
ample manner in every respect, and to all intents

and purposes, as I my self might or could doe if I were in person present. And whatsoever my said Attorney or his Substitute lawfully authorized, shall do or cause to be done in the premiffes, I promise to allow, of, and confirm by these presents. In witnesse, &c.

*And shorth Letter of Attorney for the setting out of*  
*his Bond forfeited shro*

**N**ow all men, &c. that I H. H. of, &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint, my trusty and well-beloved friend W. M. of, &c. to be my true and lawful Attorney for me, and in my stead and name, and to his own uses, so ask, levy, recover, demand and receive of T. M. and N. L. of, &c. Gentlemen, and either of them, their and either of their executors and administrators, the sum of, &c. which they have forfeited, and from me unjustly do detain and keep for non-payment of the sum of, &c. at a certain day past, as by one Obligation with condition thereupon endorsed bearing date, &c. more at large is doth and may appear. Giving and by these presents granting unto my said Attorney, my full power and authority in all things touching this my present business, and in my name to commence and prosecute any action or actions, sute or sutes, for the recovering and getting of the said summe of, &c. and every or any part or parcel thereof, and Attorney or Attorneys in that behalf to constitute and make, and upon receipt thereof, or of any part thereof, acquitances or other lawful discharges, in my stead and name to make, seal and deliver; ratifying and allowing by these presents, all and whatsoever my said Attorney or his Assigns, shall for obtaining and

recovery of the said sum of, &c. or any part thereof, do or cause to be done, in my stead and name. And also I the said H. H. do covenant and promise by these presents, that I the said H. H. have not released nor will release the said T. M. and N. &c. of the said Bond, nor of the penalty therein contained, nor countermand this present Letter of Attorney, nor the authority thereby granted, nor any sute, act or proceeding at any time hereafter, by vertue of these presents to be brought or done. In witnesse, &c.

*A Letter of Attorney to take possession of lands delivered by a Sheriff upon an Extent.*

**N**ow all men by these presents, That I A. B. &c. Esquire, have made, ordained, constituted, and by these presents put and appointed my well-beloved friend C. D. to be my true and lawful Attorney, for me, and in my stead and name to enter into the Mannor of H. with the appurtenances, in the County of E. and now in the tenure or occupation of, &c. of the yearly value of, &c. and full and peaceable possession and seisin thereof, for me, and in my stead and name, and to my use, to take, receive, retain and keep, as to him the same shall be delivered by the Sheriff of the same County of, &c. according to the tenour, purport and effect of his Majesties Writ of Extent, unto the said Sheriff in that behalf directed. Giving and granting by vertue of these presents unto my said Attorney, my full power and authority, and all and every thing and things, needful, necessary or requisite to be had, made, or done for or concerning the said possession, taking or the retaining of the same to my use, as aforesaid, the same for me, in my stead and name to do, use, execute and cause, as fully and wholly, and in as large and ample

ple manner and form, and to all intents and purposes as I my self might and could do, if I were personally present: Ratifying, allowing and holding firme and stable all and whatsoever my said attorney shall lawfully do or cause to be done in or about the execution of the premisses, by vertue of these presents. In witness, &c.

*A Covenant for the levying of a fine.*

AND the said C. D. for himselfe, his Executors, &c. and for every of them, doth covenant and grant to and with the said W. C. and F. W. their executors, administrators, &c. That the said C. D. or his heirs shall and will at and before the, &c. at the proper costs and charges in the Law of the said C. D. his heirs, &c. according to the usual course of fines and recoveries used and accustomed, levy one lawful and sufficient Fine, and suffer a lawful and sufficient recovery to be had and made against him the said C. D. and his heirs, unto the said W. C. and F. W. and their heirs or the Survivor of them, or to such other person or persons as they the said W. and P. or the Survivor of them or their Heirs shall nominate and appoin, of all that Messuages, &c. (naming the Lands) with all and singular their appurtenances, situate and being in C. aforesaid in the County of B. Which said Fine or Fines, Recovery or Recoveries, and all other assurances, and conveyances to be had, made, levied, acknowledged and executed of the premisses, or any part thereof, by the name or names aforesaid, or by any other name or names, or in any other manner or form shall be, and the said W. C. and F. W. and their Heirs, and all and every other person and persons, and the Survivor of them and their Heirs

to whom the said Fine shall be levied or acknowledged as aforesaid, shall stand and be seized of all and singular the premises and every part thereof, to the only proper use and behoof of the said W. and F. and their heirs for ever, to the intent a lawful and sufficient recovery may be had of all and singular the premises, and of every part and parcel thereof, according to the true intent and meaning of these presents, which said recoveries shall be and shall be alwaies deemed, adjudged and taken to be to the only use and behoof of the said W. C. and F. W. and of the heirs males of their bodies to be begotten, and for default of such issue, then to the use and behoof of the said W. C. and of his heirs and assigns for ever. In witnesse, &c.

*A Covenant to surrender a Copy-hold at the next Court.*

**A**ND the said, &c. for himself, his, &c. doth covenant and grant to and with the said, &c. his, &c. that at the next Court holding at the Mannor of E. in the Countie of W. the said R. I. and his Wife shall come and personally appear in the face of the said Court of the said Mannor, and in the open face of the said Courts according to the usual custom of the said Mannor, shall into the hands of the Steward of the said Court, or his Deputy, Surrender, assign and yield up to the use of the said T. his heirs, Executors, administrators and assignes, all that the right, estate, title, interest and demand, which they now have, or by any means may have of and in the said Copy-hold Land and Tenements, with the appurtenances, called or known by the said name or names of, &c. or any other Lands, Tenements or Hereditaments, which are claimed to be holden by him the said R. I. by Copy of Court-roll of the said Mannor

nor of W. or to the same, or to any part or parcel  
of the same belonging, or so reputed, esteemed or  
taken, &c.

*A Covenant for a further assurance.*

**A**nd the said L. M. for himself his, &c. that he  
the said L. M. and A. his now wife, and the heirs  
of the said L. and all and every other person and  
persons whatsoever, having or claiming, or which  
shall or may have or claim, or pretend to have any  
manner of right, title, interest or other thing, into  
or out of the before mentioned premises, or any  
part or parcel thereof, from or under the said L. M.  
shall and will from time to time, and at all times  
hereafter upon every reasonable request, and at the  
costs and charges in the Law, of the said, &c. his heirs  
or assignes, make, do, suffer, acknowledge, and exe-  
cute, or cause to be made, done, acknowledged, suf-  
fered and executed, all and every such further law-  
ful act or acts, thing and things, devise and devises,  
conveyances and assurances in the Law whatsoever,  
for the further, better, and more perfect assurance,  
surety, sure-making and conveying of all and singular  
the said Messuages, Lands, Tenements and Heredita-  
ments, and all other the premises aforesaid, and e-  
very part and parcel thereof, unto the said L. B. his  
heires and assignes, for ever, be it by Fine or Fines,  
with proclamation, Recovery or Recoveries, with  
double or single Voucher or Vouchers, Deed or  
Deeds, enrolled or not enrolled, the enrolment of  
these presents, release, confirmation, with warranty  
against all and every person or persons, or without  
warranty, or by all, any or as many of the wayes  
means and devises aforesaid, or by any other wayes  
or means whatsoever, as by the Council learned in  
the



the Law, of the said L. B. his, &c. shall or may be devised or required, so as the said L. M. and A. his wife, their Executors, &c. be not enforced or compelled to travel above twelve miles from his or their dwelling places, or the Cities of London and Westminster, for the making, doing and executing thereof, &c.

*A Covenant that the premises are discharged of Incumbrances.*

**A**ND the said A. B. for himselfe, &c. That the said Messuages, Lands, &c. and all and singular other the premises with the appurtenances, before, in and by these presents granted, bargained, &c. and every part and parcel thereof, at the time of the enfeoffing and delivery of these presents, are, and so at all times hereafter for ever, and from time to time, shall be, remain and continue unto the said T. A. his Heires and Assignes clearly acquitted and discharged, or otherwise sufficiently saved and kept harmlesse, of and from all and all manner of former and other bargains, sales, gifts, grants, Leases, Joyntures, Dowers, Uses, Wills, Intails, Rents, Charge-rents, Seek-arriages of Rents, Fines for alienation, Statutes, Recognizances, Judgements, Executions, Seisures, Intrusions, Extents: and of and from all and singular other charges, titles, troubles, incumbrances and demands whatsoever, had, made, acknowledged, consented unto, committed, procured, done or suffered by the said A. B. his Heires or Assignes, or by any other person or persons whatsoever the Rents and Services, from henceforth to be due to the chief Lord or Lords of the Fee or Fees, whereof the premises are holden, only excepted, &c.

*A Covenant that he is lawfully seized in fee-simple, or fee-tail, and hath power to demise.*

**A**Nd the said G. H. for himself, &c. that he the said G. H. at the time of the enfealing and delivery of these presents, is and standeth lawfully seized of an indefeazable estate of Inheritance in Fee-simple or Fee-tail, of and in all and singular the before demised premises, with the appurtenances, and every part and parcel thereof, without any manner of condition or limitation of use or uses, to alter or change the same: And also that he the said G. H. now hath full power, true title, and absolute authority, to demise, grant, &c. the said, &c. and all and singular other the premises, with the appurtenances before demised, and every part and parcel thereof, unto the said J. P. his Executors, administrators and assignes, for the term of, &c. in manner and form, as in and by these presents is mentioned, limited and expressed.

*A Covenant that the Lessee shall not cut down or fell the Trees, without the consent of the Lessor.*

**A**Nd the said T. H. for himself, &c. that he the said T. H. his, &c. or any of them shall not at any time hereafter during the said term, commit or cause, procure, or wittingly suffer to be committed or done, any manner of wilful waste or destruction, in or upon the premises, or any part thereof, nor shall cut down, fell, take or carry away any of the woods, under-woods or Trees growing, standing or being, or which hereafter shall grow, stand or be, in or upon the premises before demised, or in or upon any part or parcel thereof, without the licence, consent

sent or agreement of the above named U. B. his Heires or assignes in writing first had and obtained.

*A Condition of Arbitrement general and special.*

**T**He Condition, &c. That if the within bounden R. C. and R. A. their, &c. and every of them, do and shall, for their, and every of their parts and behalfs, in all things well and truly stand to, abide, obey, observe, performe, fulfill and keep the award, arbitrement, order, Rules, determination and judgement of, &c. arbitrators indifferently chosen, elected and named, as well on the part and behalf of the said R. C. R. A. as on the part and behalf of the within named R. S. and &c. to arbitrate, award, rule, decree and judge of, for, upon, touching or concerning all actions, suits, doubts and variances concerning, &c. out of the Mannor of L. in the Parish of W. in the Countrey of, &c. now in question and controversy, between the said parties; and also for, touching and concerning all and all manner of other suits, quarrels, debts, debates, duties, bonds, specialties, controversies, transgressions, offences, strifes, contentions, reckonings, accompes, and demands whatsoever, which between the said R. C. and R. A. on the one part, and the said I. G. the elder, and the said J. S. the younger, and divers other persons on the other part, at any time from the beginning of the world, until the day of the date of these presents, have been had, moved, stirred, or are in any wise depending, so alwayes at the same award, arbitrement or determination and judgement of the parties, in and upon the same premisses, be made and given up in writing indented, under their Hands and Seals, ready to be delivered

livered to the said parties, at or in, &c. on or before, &c.  
That then this, &c. And giving witness to the same

*A Condition for the truth of an Apprentice, and to restore  
the value of all such goods, as by proof shall appear be  
hath imbeazled.*

**T**He Conditions, &c. That whereas I D. D. C. T. on  
of, &c. by his Indenture of Apprenticeship to the  
within named W. G. hath bound himself to the said  
W. G. with him to dwell and abide, from the 1st  
of Dec. unto, &c. from thence next ensuing, fully to be  
completed and ended, as in and by the said Indenture  
more fully may appear; if therefore the said D. D. C. T.  
Apprentice do or shall at any time or times hereaf-  
ter during the said term of, &c. wilfully waste, im-  
beazle, consume, spend or make away, or other-  
wise deliver, or lend upon trust, without ready an-  
noy, to any person or persons, without the consent  
of the said M. G. his Master, any of the goods,  
Wares, Moneys or Merchandize of the said W. G.  
his Executors or Assigns; Then if the above bound-  
ed L. M. his Executors or Assigns, or any of them  
do and shall within two months next after request  
made, and notice thereof given, from time to time,  
during the said term, well and truly pay, or cause  
to be paid to the said W. G. his Executors or Assigns  
the full sum and value of all such goods, wares, money  
or Merchandize, as by the just and true proofs shall  
appear, the said L. M. to have spent, imbeazled, waste  
d, consumed, or lent, without consent as aforesaid,  
to the hurt and hindrance of the said W. G. his Exe-  
cutors or Assigns, without fraud or coveny, That then  
&c.

*A Condition to acknowledge satisfaction upon a Judgement.*

**T**He Condition, &c. That if the within bounden I. P. his Executors, Administrators or Assigns, or any of them, do or shall before the end of Easter Term now next coming, after the date within written, by himself, or by his or their lawful Attorneys in the Kings Majesties Court of Common Pleas, confess and acknowledge satisfaction of all such Judgements and Executions, as the said I. P. hath recovered in the said Court against W. L. of, &c. Gentleman: That then, &c.

*A Condition to make assurance upon request.*

**T**He Conditions, &c. that if the within bounden H. S. or his assigns, shall and will at all times hereafter, upon reasonable request, and at the costs and charges of the within named I. F. his heirs and assigns, by such lawful act and acts, thing and things, conveyances and assurances in the law whatsoever, as by the said I. F. his heirs or assigns, or his or their Counsel learned in the law shall be reasonably devised or required, lawfully and sufficiently give, grant, convey and assure unto the said, I. F. his heirs and assigns forever, all that, &c. in the Town and Parish of I. in the County of D. now in the Tenure of, &c. clearly acquitted and discharged, or otherwise sufficiently saved and kept harmless, of and from all and all manner of former bargains, sales, charges, titles, troubles and incumbrances whatsoever, had, made, committed or done, by the said H. S. or by any other person or persons whatsoever, that then, &c.

*A Condition to finde one his diet by the year.*

**T**HE Condition, &c. That if the within bounden T. W. his Executors or Assigns, do and shall in his and their own proper costs and charges, find, provide and allow unto I. B. or any servant of the within named I. B. in his stead and place, good, wholesome and sufficient dyer, and victuals of meat and drink meet and convenient, and in such sort as is now by the above bounden T. W. allowed, for the time and space of one whole year, from the Feast of the Nativity of, &c. next ensuing, &c. at or in the now, &c. And if at any time the said I. B. or such said Servant of the said I. B. so to be dieted for the time being, shall absent himself from his said Commons, by the space of six weeks, or more together, at anytime or times during the said term; If then and so often as he shall be absent, the said T. W. his Executors or Assigns, do and shall find diet and victuals for the said I. B. &c. for so long time after the end of the said terms, as they shall have been absent, as aforesaid, according to the true meaning of these presents: That then, &c.

*A Condition to repay all such charges as the Tenant shall be at, by reason of the payment of his rent, there being controversie concerning the title of the house.*

**T**HE Condition, &c. That whereas there is a Controversie or question between the above bound E. H. and others, touching their several rights or interests in the now dwelling house of the above named T. T. situated, &c. And whereas upon an agreement between the said E. H. and T. T. the said T. T. is contented to pay the rent of the said house, it being

sol. *per annum*, unto the said B. H. as the same shall grow due according to his lease. If therefore the said E. H. his, &c. do and shall well and truly pay or cause to be paid unto the said T. T. his Executors or Assigns, all such rent sum and sums of money, charges and damages whatsoever, as shall by due proceeding in law be adjudged or decreed against him the said T. T. his Executors, &c. and all other costs and damages whatsoever, which he the said T. T. shall sustain or be at, by reason of any actions, suits or forfeitures whatsoever, which shall or may happen or be unto the said T. T. his Executors, Administrators or Assigns, by reason or means of the payment of the said Rent, or any part thereof, unto the said E. H. his Executors, Administrators or Assigns; That then, &c.

*A Condition to discharge the Church-wardens and Parishoners of a Child-born in the Parish,*

**T**He Condition, &c. That whereas one M. H. hath of late been delievered of a man-child within the Parish of, &c. within written, to the which child the within Bound E. G. by his own voluntary confession doth acknowledge himself to be the Father; If therefore the said E. G. his Heirs, Executors or Assigns, and every or any of them, do from time to time, and at all times hereafter, full and clearly acquit, discharge and save harmless, as well the within named I. B. and H. T. Church-wardens of the Parish-Church of, &c. aforesaid, and their Successors for the time being, and every of them; as also all the Inhabitants and Parishoners of the said Parish, which now are or hereafter shall be for the time being, and every of them, of and from all and all manner of costs, charges and expences whatsoever, which shall or may in



any manner of wife at any time hereafter arise, happen, come, grow or be imposed upon them or any of them, for, or by reason or means of the birth, education, nourishing and bringing up of the said Child: And of and from all other actions, suits, charges, troubles, impeachments and demands whatsoever, touching and concerning the same: That then, &c.

*A Condition for the surrender of Copy-hold lands, and to cause him to be admitted Tenant.*

**T**HE Condition, &c. That if the within bounder L. K. and his Heirs, do and shall at the next Court to be holden for or within the Mannor of H. in the County of E. sufficiently and in due form of Law, surrender and yield up unto or for the use and behoof of the within named L. M. his heirs and assigns, or of such other person or persons, and their heirs and assigns, as the said L. M. shall nominate and appoint, All that his Copy-hold, Mesuage or Tenement, and Lands thereunto belonging, containing by estimation sixteen acres, be it more or less, now or late in the tenure or occupation of N. O. or of his assigns, parcel of the Mannor of H. aforesaid, with all and singular out-houses, Easements, Commodities and appurtenances to the same appertaining, clearly acquitted and discharged of all Dowers and titles of Dower whatsoever; and do then and there also procure and cause the said L. M. or such other person or persons by him to be nominated, as aforesaid, to be onely and lawfully admitted Tenant of the same premises, so to be surrendered, according to the custome of the said Mannor: That when this, &c.

*A Condition for quiet enjoying a Mannor, according to an assignment thereof.*

**T**He Condition, &c. that if the within named R I his, &c. and every of them, shall or may lawfully, peaceably and quietly have, hold, occupy and enjoy the Mannor of S with the appurtenances, in the County of O with all Lands, Tenements, Profits, Priviledges, Rents, Court-Leet, and Advowson, Woods, Underwoods, and all other Hereditaments thereunto belonging or appertaining, without the let, trouble, sute, eviction, disturbance or contradiction of the within bounden W G L G and M G or any of them, their or any of their heirs, executors, administrators or assignes, or any of them, or any other person or persons whatsoever, having, claiming or pretending to have any manner of right, title, interest, property, claim or demands of, in or to the said Mannor and premises aforesaid; or of, in and to any part or parcel thereof, by, from or under the said W G M G and L G or either or any of them, according to the tenour, purport, effect and true meaning of one Indenture of assignment bearing date the, &c. made and sealed by the said W G unto the said R I of the premises aforesaid, as by the said Indenture may appear: That then, &c.

*A Condition for assurance of Lands.*

**T**He Condition, &c. That if the within bounden W B shall upon reasonable request to him to be made by the within named T H his heirs or assignes on this side, and before the feast day of, &c. next ensuing the date within written, convey and assure unto the said T. H. his executors and assignes for ever, one

Close of Pasture, containing by estimation one acre, abutting upon F. towards, &c. one other Close, &c. all which premises are scituate, lying and being in the Parishes, Towns and Fields of W. and G. or in some or one of them in the County of B. by such conveyances and assurances in the Law, as by the said TH his heirs and assigns, or by his or their Council learned in the Laws, shall be reasonably devised, or advised and required (discharged of all incumbrances whatsoever, the chief rents and services thereof due and payable to the chief Lord or Lords of the Fee or Fees, of the premises onely excepted) And also if the said W. B. his, &c. and every of them do and shall until the said conveyance and assurance shall be made and passed, as aforesaid, quietly permit and suffer the said T.H. his heirs and assigns, to have, receive, perceive and take to his and their own proper uses and behoofs, the rents, issues and profits of all and singular the premises, and of every part and parcel thereof, without any manner of let, sute, trouble, disturbance or contradiction of the said W. B. his, &c. or any of them, or of any other person or persons whatsoever, by his, or their, or any of their means, right, title, interest or procurement, and without any account, or any other thing therefore to be yielded, paid or done unto the said W. B. his heirs or assigns, or to any other person or persons whatsoever: That then this, &c.

*A Condition to pay a sum of money quarter'y.*

The Condition, &c. that if the within bounden B.M. his, &c. or any of them, do well and truly pay or cause to be paid unto the within named N. D. the full sum of, &c. at or in the, &c. in manner and form following (*viz.*) on the, &c. next ensuing the

the date above written, the sum of 5 l. thereof, at the place aforesaid, on, &c. 5 l. more thereof at, &c. on &c. 5 l. more at, &c. and on, &c. 5 l. more at, &c. and so forth every quarter of a year quarterly, one next and immediately ensuing another; on every of the quarter days aforesaid, and at the place above named for payment thereof, 5 l. until the said sum of, &c. shall be in such sort, and after such manner, fully satisfied, contented and paid, That then, &c. But if default of payment shall be made of or in the payment of the said sum of, &c. or any part thereof, contrary to the manner and form above rehearsed, then it shall stand and abide, &c.

*A Condition to lend a sum of money at a certain day nominated for a certain time then following without interest.*

**T**He Condition, &c. that if the within bounden I. W. and N. Y. or either of them, do and shall on the, &c. next ensuing the date within written, deliver and lend unto the within named E. P. at or in the, &c. the full sum of, &c. upon the single bond of the said E. P. untill the, &c. day of, &c. next ensuing, without loan, interest, or other consideration to be had for the same: That then, &c.

*A Condition for payment of an Annuity.*

**T**He Condition, &c. That if the within bound T. R. and T. P. or either of them, their or either of their, &c. or any of them, do and shall every year yearly, from and after the Feast day of, &c. next ensuing the, &c. well and truly pay or cause to be paid to the within named I. S. his, &c. one annuity

Yearly rent or sum of, &c. of lawful, &c. at four usual feasts or terms in the year; That is to say, on the feast day of, &c. by even and equal portions, the first payment thereof to begin on the, &c. next ensuing the, &c. that then the, &c. But if default shall happen to be made of, or in the payment of the said annuity, yearly rent or sum of, &c. at any of the said feast-days on which the same ought to be paid, at any time during the said term of, &c. contrary to the true intent and meaning of these presents, That then it shall stand and abide in full force, strength and vertue.

*A Condition to pay a certain sum of money at a day, and then to put in another surety, for payment of another sum at a day then following.*

**T**HE Condition, &c. That if the within bounden I G his, &c. or any of them, do well and truly pay or cause to be paid unto the within named C D his, &c. the full sum of, &c. at or in the, &c. on the, &c. and then also do and shall procure and cause another sufficient surety to become bound with him the said I G his, &c. unto the said C D his, &c. by their obligation in due form to be made, in the penalty of, &c. for the true payment of, &c. more of, &c. then next following, and which shall be in the year of our Lord God 1649. at the place aforesaid, without fraud or coven, That then, &c.

*A Condition for performance, concerning co-partnership of an Award.*

**T**HE Condition, &c. that if the within bounden W D his, &c. do for his and their parts and behalfs, in all things well and truly stand

to observe, perform, fulfil, and keep the Award, Arbitrement, Order, final end, determination or judgement of A B of, &c. and C D of, &c. Arbitrators indifferently chosen, elected and named, as well on the part and behalf of the said W R as on the part and behalf of the within named W I to arbitrate, award, order, judge, determine and a final end to make, of, upon, touching and concerning all and every action and actions, lures, variances, sum and sums of money, claims and demands whatsoever, had, moved, depending or stirring, or having been, or now being in question, sure, trouble or controversie between the said parties, for, by reason or means of any manner of dealing, &c. during the late co-partnership, between the said W and I in any manner of wise, so as the same award, arbitrement, &c. of the said Arbitrators, of, and upon the Premises, or any part thereof, be made and put in writing under their hands and seals, ready to be delivered to the said parties, on or before the &c. next ensuing the &c. That then, &c.

*A Condition to save harmless of a Recognizance taken for ones appearance.*

**T**HE Condition, &c. that if the within bounden R his heirs, &c. do at all times hereafter, and from time to time, clearly acquit and discharge, or sufficiently save and keep harmlesse the within named G S and B N and every of them, their and every of, &c. against our Sovereign Lord the Kings Majesty, and all others, of and from all and every such recognizances, wherein and whereby they the said G S and B N or either of them, stand charged or bound to our Sovereign Lord the Kings Majesty, for the said R I or for his personal appearance, in his  
Maje

Majesties Court of Record, called the Kings Bench at Westminster, in Trinity Term next, to answer all such matters as shall be objected against him, and of, and for all and every sum and sums of money, matters, thing and things, the said Recognizance and Recognizances, and every of them mentioned or contained, and of and from all actions, suits, costs, losses, troubles, extents and damages, that shall or may arise or grow, touching or concerning the same, or any of them, in any manner or wise, that then, &c.

*A Condition to save one harmless, for the bailing of one at two several actions.*

**T**He Condition, &c. That whereas the within named I. D. at the special instance and request of the within bounden W. W. hath main prized or taken to bail the said W. W. in the Sheriffs Court holden in the Counter in Woodstreet, London of and for two actions, the one of trespass, damages xx l. at the sute of, &c. and the other of debt, upon the demand of, &c. at the sute of, &c. as by the Records of the same Court may appear; if therefore the said W. W. his, &c. and every of them, do at all times hereafter, and from time to time clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said I. D. his, &c. and every of them, and all his and their goods and chattels, and every part and parcel of them, against all persons whatsoever, of and for the mainprizing and taking to bail of the said W. W. and of and for the several actions aforesaid, and of and for all actions, suits, costs, troubles, demands, executions and damages whatsoever, that shall or may arise or grow, touching or concerning the premises, or any of them, in any manner



manner of wife, That then this present Obligation to be void, &c.

*A Condition for payment of money, if a man be non-sued.*

**T**He Condition, &c. That whereas one E. G. is admitted to sue in *Forma Pauperis*, in his Majesties Court of, &c. against W. W. and A. B. for the recovery of certain Lands and Tenements, in the County of K. if the said E. G. shall be non-sued in the said action, or that the same action shall pass against him by verdict or otherwise, that if the above-bounded R. R. or E. G. their Executors or Assigns, or any of them do, or shall truly pay, or cause to be paid, all and singular such costs and charges and sums of money, as by any the Justices of the said Court shall in that case be thought convenient or awarded without fraud, &c. That then, &c.

*A Condition for performance of Covenants.*

**T**He Condition, &c. that if the within bounden H. W. his, &c. and every of them, do well and truly observe, perform, fulfill, accomplish and keep all and singular the Covenants, Grants, Articles, Clauses, Conditions and Agreements whatsoever which on his and their parts and behalfs are or ought to be observed, performed, fulfilled and kept, mentioned and comprised in one pair of Indentures of Lease, bearing date within written, made between the within named E. W. of the one part, and H. W. of the other part, according to the tenor, effect and true meaning of the same Indenture, That then, &c.

Majesties Court of Record, called the Kings Bench at Westminster, in Trinity Term next, to answer all such matters as shall be objected against him, and of, and for all and every sum and sums of money, matters, thing and things, the said Recognizance and Recognizances, and every of them mentioned or contained, and of and from all actions, sues, costs, losses, troubles, extents and damages, that shall or may arise or grow, touching or concerning the same, or any of them, in any manner or wise, that then, &c.

*A Condition to save one harmless, for the bailing of one at two several actions.*

**T**HE Condition, &c. That whereas the within named I. D. at the special instance and request of the within bounden W. W. hath main prized or taken to bail the said W. W. in the Sheriffs Court holden in the Counter in Woodstreet, London, of and for two actions, the one of trespass, damages xx l. at the sute of, &c. and the other of debt, upon the demand of, &c. at the sute of, &c. as by the Records of the same Court may appear; if therefore the said W. W. his, &c. and every of them, do at all times hereafter, and from time to time clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said I. D. his, &c. and every of them, and all his and their goods and chattels, and every part and parcel of them, against all persons whatsoever, of and for the mainprizing and taking to bail of the said W. W. and of and for the several actions aforesaid, and of and for all actions, sues, costs, troubles, demands, executions and damages whatsoever, that shall or may arise or grow, touching or concerning the premises, or any of them, in any manner

manner of wife, That then this present Obligation to be void, &c.

*A Condition for payment of money, if a man be non-sued.*

**T**He Condition, &c. That whereas one E. G. is admitted to sue in *Forma Pauperis*, in his Majesties Court of, &c. against W. W. and A. B. for the recovery of certain Lands and Tenements, in the County of K. if the said E. G. shall be non-sued in the said action, or that the same action shall pass against him by verdict or otherwise, that if the above-bounden R. R. or E. G. their Executors or Assigns, or any of them do, or shall truly pay, or cause to be paid, all and singular such costs and charges and sums of money, as by any the Justices of the said Court shall in that case be thought convenient or awarded without fraud, &c. That then, &c.

*A Condition for performance of Covenants.*

**T**He Condition, &c. that if the within bounden H. W. his, &c. and every of them, do well and truly observe, perform, fulfill, accomplish and keep all and singular the Covenants, Grants, Articles, Clauses, Conditions and Agreements whatsoever which on his and their parts and behalves are or ought to be observed, performed, fulfilled and kept, mentioned and comprised in one pair of Indentures of Lease, bearing date within written, made between the within named E. W. of the one part, and H. W. of the other part, according to the tenor, effect and true meaning of the same Indenture, That then, &c.

*A Condition for passing of a Fine.*

**T**He Condition, &c. That if the within bounden **W E** & **A** his now wife, and the heirs of the said **W** at the costs and charges in the Law of the within named **R M** his, &c. next ensuing the date, &c. shall levy one fine, &c. in the Court of Common-Pleas at *West.* of one Messuage or Tenement, mentioned to be demised to the said **R M** in and by one Indenture of Lease, bearing date, &c. made between the said **W E** on the one part, and the said **R M** on the other part, according to the due course of Law, by such name or names, and in such manner and form, as by the said **R M** his, &c. or by his or their Counsel learned in the Law shall be devised or required, as well for the barring of the said **A** from the title of Dower in the Premises, as for the better assuring and confirming of the premises, unto the said **R M** his, &c. for and during all the said term, by the said Indenture of Lease, granted under the Rent, in and by the said Indenture reserved against the said **W E** his heirs and assignes, according to the true meaning of the said Indenture: That then, &c.

*A Condition concerning a Marriage.*

**T**He Condition, &c. that whereas there is a Marriage (by Gods grace) intended to be shortly had and solemnized, between the above bounden **A D** and **E B** daughter of **F B** late of **G** in the County of **C** deceased; if after the said Marriage shall be solemnized, between the said parties, it shall happen the said **A** shall die, and him the said **E** shall survive, then if the said **A B** shall at the time of his death, leave unto the said **E** the summe of, &c. or the

the value of, &c. for goods and chattels to be freely taken, had, used and disposed of, by her the said E. her, &c. at her and their own wills and pleasures, without any claim, challenge, sute, trouble, disturbance, contradiction, or demand, of, for, in or to the said sum or value of, &c. or of any part or parcel thereof, thereunto to be made by the Executors, &c. of the said A. B. or by any other person or persons whatsoever: That then, &c.

*A plain Bill of Debt.*

**B**E it known unto all men by these presents, that I A. B. of, &c. do owe and am indebted unto C. D. of, &c. in the sum of, &c. of lawful money of England, to be paid unto the said C. D. his Executors, Administrators or Assigns, on the, &c. next ensuing the date hereof, To the which payment well and truly to be made, I bind me, my heirs, executors and administrators firmly by these presents: In Witness whereof, &c. I do hereunto set my hand and seal, this 4 of July, An. Dom. 1648.

*A Bill Obligatory.*

**B**E it known unto all men by these presents, that I A. B. of, &c. do owe, and am indebted unto C. D. of, &c. in the sum of, &c. of lawful money of England, to be paid unto the said C. D. his executors, administrators or assigns, on the, &c. next ensuing the date hereof, at, &c. To the which payment well and truly to be made, I bind me, my heirs, executors and administrators, in the sum of, &c. of lawful money of England, firmly by these presents, In witness, &c.

*A General Release.*

**K** Now all men by these presents, that I I.K. of, &c. have remised, released, and quit-claimed, and by these presents do for me, my Executors, Administrators and Assigns, remise, release, and for ever quit-claim unto C.D. of, &c. his Executors, Administrators and Assigns, all and all manner of actions and suites, cause and causes of actions and suites, Bills, Bonds, writings and accompts, debts, duties, reckonings, sum and sums of money, controversies, Judgements, executions and demands whatsoever, Which I the said I.K. ever had, or which my Executors, Administrators and Assigns, or any of us in time to come, can or may have, to, for, or against the said C.D. his Executors, Administrators or Assigns, for or by reason of any matter, cause or thing whatsoever from the beginning of the world, until the day of the date hereof. In witness, &c.

*A Release of Errors.*

**B**E it known unto all men by these presents, That I W.A. of, &c. for divers good causes and considerations me thereunto especially moving, have remised, released, and quit-claimed, and by these presents, for me, my Heirs, Executors and Administrators, do remise, release, and for ever quit-claim, unto E.D. his Heirs, Executors, and Administrators, and every of them, all and all manner of Error and Errors, and the benefit and advantage thereof, and of all misprisions of Error and Errors, defects, and wrongful pleadings and proceedings whatsoever, had, made, committed, suffered, omitted, and done, at any time or times, before the day of the date of these present, in any action or actions, prosecuted and sued by the said E.C. against me the said

sa<sup>d</sup> W. A. in any Court or Courts of Record or otherwise, And all Error and Errors in the Judgement or Judgements thereof, so that I the said W. A. my Heirs, Executors, and Administrators, and every of us, shall be for ever hereafter debarred and excluded, to sue forth any Writ or Writs of Error or Errors concerning the same. In witness, &c.

*A Release of Error-concerning a Judgement.*

**B**E it known unto all men by these presents, that I I. W. of, &c. do by this my present writing, for me, my Heirs, Executors, and Administrators, remise, release, and for ever quit claim unto F. L. of, &c. Esq; all and all manner of Error and Errors, and misprision of Error and Errors, which are or may be in one Judgement remaining upon Record, in his Majesties Court of Common Pleas at Westminster, against the said I. W. at the sute of the said F. L. for 200 l. debt, and three pound thirteen shillings and four pence charges, or thereabouts, or in any the premises or proceedings of the said Judgement or sute, In witness, &c.

*A Release upon the receipt of a Legacy.*

**B**E it known unto all men by these presents, that I T. B. of, &c. have the day of the date hereof received of I. T. Widow, Executrix of the last Will and Testament of, &c. H. T. of, &c. deceased, all that Legacy or sum of, &c. to me the said T. B. by the name of T. B. &c. of given and bequeathed, of which said sum of, &c. by me received as aforesaid, I acknowledge my self fully satisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and discharge the said T. W. her Executors and Administrators, and every of them by these



by these presents: In witness whereof I have hereunto  
set my hand and seal &c.

*A Release of Lands.*

**T**O all Christian people, &c. Know ye that A.B. of  
&c. for divers good causes and considerations  
him moving, hath remised, released, and for ever  
quit claimed, and by these presents for himself and  
his Heirs, doth fully, clearly, and absolutely remise,  
release, and for ever quit, claim, unto C. D. of, &c.  
in his full and peaceable possession and seizin, and to  
his Heirs and Assigns for ever, all such right, estate,  
title, interest and demand whatsoever, as he the said  
A.B. had, or ought to have, of, in or to all, &c. that the  
Manner of, &c. and, &c. by any ways or means what-  
soever. To have and to hold, all the said Mannor, &c.  
unto the said C. D. his heirs and assigns, to the only  
use and behoof of the said C. D. his heirs and assigns  
for ever; so that neither he the said A.B. nor his heirs,  
nor any other person or persons for him or them, or  
in his or their names, or in the name, right or stead of  
any of them, shall or will by any way or means here-  
after, have, claim, challenge or demand any estate,  
right, title, or interest, of, in or to the premises, or  
any part or parcel thereof; But from all and every  
action, right, estate, title, interest and demand, of,  
in or to the premises, or any part or parcel there-  
of, they and every of them, shall be utterly exclu-  
ded and barred for ever by these presents; and also  
the said A. and his heirs, the said Mannor, Messuages,  
Lands, Tenements and other the premises, with the  
appurtenances to the said C.D. his heirs and assigns,  
to his and their own proper use and uses, in manner  
and form afore specified, against their heirs and assigns  
and

and every of them, shall warrant, and for ever defend by these presents. In witnesse, &c.

*A Release of Lands, with a Covenant to lead the use of a fin.*

**T**O all Christian people, &c. I E. F. of, &c. send greeting; Know ye that I the said E. F. for good and valuable considerations me moving, have given, granted, remised, released, and quit-claimed, and by these presents do for me and my heires, grant, remise, release and for ever quit-claim, unto T. M. of &c. (in his full, peaceable and quiet possession, and seisin being) and to his Heires and assignes for ever; all the estate, right title, interest, use, claim and demand whatsoever, which I the said E. F. now have, or had, or which my heires, executors or administrators, at any time hereafter shall or may have or claim, of, in, or to all the Messuage, Tenement or Farm, called, &c. in the said County of, &c. or of, and into all and every, or any part or parcel thereof, by force and vertue of any Fine, or other assurance thereof, or any part thereof, acknowledged or made by the said T. M. and G. his wife, to me the said E. F. And I the said E. F. do covenant and grant, for me, my heirs, executors and administrators, to and with the said T. M. his Heirs, Executors, and assignes, that all Fines and other assurances whatsoever, heretofore acknowledged, or levied of the premises, or any part thereof, by the said T. M. and G. his wife, to me the said E. F. shall be for ever hereafter, and shall inure to the use of the said T. M. and of the heirs and assignes of the said T. for ever; And I the said E. F. and my heirs, and all and singular the premises, unto the said T. M. and his Heirs, to the use afore-

R

said-

said against me, my heirs, &c. shall and will warrant and defend for ever, by these presents. In witness whereof, &c.

*A Revocation of uses.*

**B**E it known, &c. that I T C of, &c. do by this my present writing, sealed with my seal, and subscribed with my name, in the presence of H S T O C B three credible witnesses, whose names are subscribed, revoke, determine and make void and frustrate, all and every the uses and estates mentioned, raised, created, limited and made, in and by one Indenture of Lease, bearing date the, &c. in the year of the reign of, &c. made between me the said T C of the one party, and I B of, &c. of the other party, of and for the house and site, and all other the Lands, Tenements and Hereditaments with their appurtenances, in the said Indenture mentioned, and of and for every part and parcel thereof; And I do by these presents absolutely limit, determine and appoint, that all and singular the feoffees, parties and persons in the said Indenture mentioned, and their heirs and assigns, shall immediately and from henceforth, stand and be seised of the Site, House, Messuages, Lands, Tenements and Hereditaments in the said Indenture mentioned, and of and in every part and parcel thereof, to the only use and behoof of me the said T C my heirs and assigns for ever, in a pure and absolute estate in Fee-simple, and to none other use, intent or purpose: *In witness whereof*, I the said T C have to this my present writing put my hand and seal, and subscribed my name in the presence of the said H S T O C B three credible witnesses, whose names are likewise subscribed, the, &c. in the year of the reign, &c.

*A Defeazance upon a Statute.*

**T**His Indenture made the, &c. between I I of, &c. of the one part, and W G of, &c. of the other part, witnesseth; That whereas the said W G by his recognizance in the nature of a Statute staple, bearing date with these presents, taken and acknowledged before Sir I L Knight and Baronet, Lord Chief Justice of his Majesties Court of *Kings Bench Westminster*, is and standeth bound unto the said I I in the sum of, &c. payable, as is in the said recited Recognizance or Statute Staple made appear: Nevertheless, the said I I is contented and pleased, and doth for himself, his Executors or Administrators, covenant, promise and agree, to and with the said W G his heirs, executors, and administrators by these presents, that if the said W G his heires executors, administrators or assignes, or any of them, do well and truly content and pay, or cause to be paid unto the said I I his executors, administrators or assignes, the full sum of, &c. on the, &c. next ensuing the date of these presents, at or in the, &c. That then the said recited recognizance or Statute Staple of, &c. shall be utterly void and of none effect, or else shall stand and abide in full force and vertue. In witness, &c.

*A Defeazance upon a Judgement.*

**T**His Indenture made, &c. Between A B of &c. and W C of, &c. witnesseth; That whereas the said A B hath in Trinity term last, recovered against W C the sum of, &c. besides costs of suite in his Maj. Court of *Common pleas at Westminster*; and thereupon had judgement against the said W C as by the record thereof remaining in his

Majesties said Court, more at large it doth and may appear; Nevertheless, the said A B is contented and pleased, and doth covenant and grant by these presents for him, his heires, executors and administrators, to and with the said W C his Heires, Executors and Administrators, That if the said W C his Heires, Executors, Administrators or Assignes, do and shall well and truly pay, or cause to be paid, to the said A B his executors or assignes, the full sum of, &c. at or in the, &c. That then and in the mean time he the said A B his Executors, Administrators or Assignes, shall not take our any execution, against the said W C his Goods, Chattels, Lands or Tenements; And that upon payment of the said sum of, &c. at the day and place above named for payment; the said A B his, &c. at the request, costs and charges in the Law of the said W C; his Executors, Administrators or Assignes, shall and will acknowledge satisfaction upon Record, of and for the said Judgement, so as he the said W C do make unto the said A B his executors, and administrators, good lawful and sufficient releases of errors, and of all misprisions, defaults and imperfections, had, committed, omitted or perpetrated, in or about the said Judgement or Recovery, or any entries, pleas, pleadings, processe, proceedings, or other matters touching or concerning the same. In witnesse, &c.

*A defeazance upon a Mortgage of Lands formerly forfeited.*

**T**His Indenture made the, &c. Between R T of, &c. on the one part, and E F of, &c. of the other part, witnesseth; That whereas, the said E F by his Indenture bearing date the, &c. for the consideration

derations therein mentioned, did give, grant, bargain, sell, and confirm unto the said R T his heires and assignes, all that the Mannor of, &c. with the rights, members and appurtenances thereof, in the Countrey of, &c. and also divers other Lands, Tenements and Hereditaments, in the same Indenture specified, in which said Indenture there is contained a condition or proviso, to this effect following, that is to say; that if the said E F his Heires, Executors or Assignes, or any of them, do truly pay or cause to be paid unto the said R T his Executors, Administrators or Assigns, the full summe of, &c. at or in, &c. that then, and from thenceforth, from and after such full payment, had and made in manner aforesaid, the said recited Indenture, and every the covenants, grants, articles and agreements therein contained, shall be utterly void and of none effect, as by the said Indenture, amongst divers Covenants, grants, articles and agreements therein contained may more at large appear. Which said sum of, &c. was not payd at the day and place of payment before limited for the payment thereof, according to the tenor of the said Proviso or Condition. By reason whereof, the said Mannor, Lands and other the premisses in the said Indenture mentioned are absolutely vested and sealed in the said R T; yet nevertheless the said R T is contented and pleased, and doth covenant and grant to & with, &c. that if the said E F his heires, executors, administrators, &c. or any of them do well and truly content and pay or cause to be paid unto the said R T his executors, administrators or assigns, the full sum of, &c. on the, &c. at or, &c. That then (upon the said payment of the said sum of, &c. in manner and form aforesaid) and from thenceforth the said recited Indenture of bargain and sale made of the said Mannor and other premisses, shall be

utterly void and of none effect, the breach made in non-payment of the said sum of, &c. in the Proviso of the said Indenture mentioned, or any other grant or thing therein contained to the contrary thereof, in any wise notwithstanding. And that also, upon full payment of the said sum of, &c. that at any time or times after, within the space of seven years then next following, He the said R T his heires and Assigns, shall and will, at the reasonable request, costs and charges in the Law of the said E F his heires and assigns, grant, convey and assure unto the said E F for ever the said Mannor of, &c. with the appurtenances, and all and singular other the premisses, in and by the said recited Indenture granted, as aforesaid, in such manner and form, as by the said E F his heires or assigns or his or their Council learned in the Law, shall be reasonably devised or required; so as in the said conveyance and assurance so to be made by the said R T his heirs and assigns, there be no further or other warranty than only against him and his heirs. And so as also the said R T his heires or assigns, be not compelled to travel further than the Cities of *London* or *Westminster*, for the doing and executing of the same assurance. And also that he the said R T his heires, executors, or assigns, shall and will deliver, or cause to be delivered unto the said E F his heirs or assigns, within six months next after such payment made, all and every the Deeds, Evidences, and Writings which the said R T hath, touching or concerning the premisses, safe, whole, uncanceled and undefaced. In witness, &c.

*Another defeazance upon a Statute.*

**T**His Indenture made, &c. between H S of, &c. of the one party, and the honourable T Viscount



S of the other party. Whereas the said IS together with G A of, &c. is and standeth bound in and by four several obligations, every of them bearing date, &c. (reciting the bonds) as by the same four several obligations, and every of them may more plainly appear. And whereas the said TS by his Recognizance in the nature of a statute staple, bearing date with these presents (recite also the recognizance) as by the same recognizance or statute staple, &c. which said recognizance or statute staple of, &c. is acknowledged and entred into by the said TS for the better securing of as well the said several summes of money before mentioned, and every of them; as also such other summe or summes of money, as shall hereafter grow due and payable for the forbearance and interest of the said several summes of money so already borrowed and lent, or hereafter to be borrowed or lent, unto, or for the said TS and every or any of them. Now this Indenture witnesseth, That the said HS is contented and well-pleased, and doth for himself, his executors, and administrators, covenant, promise and agree to and with the said TS his executors, administrators and assignes, by these presents; That if the said TS his executors, administrators or assignes, or any of them, do and shall well and truly pay or cause to be paid, at or in, &c. as well unto the several persons before named, their executors, administrators and assignes, all and every the said sum and sums of money, respectively due, owing or payable unto them or any of them, as aforesaid, at such dayes or times as the said summe or summes of money shall grow due or payable from time to time, or within the time and space of three months next after request made unto the said TS his heirs, executors, administrators or assignes, for payment of the said sums of money, or any of them; as

also all such other sum and sums of money as the said H L shall hereafter borrow for, or lend unto or for the said T S at such dayes or times as the said sum or sums of money, or any of them so hereafter to be borrowed and lent, shall be due and payable; or within the time and space of three months next after request made to him the said T S his heires, executors, administrators and assignes, for payment in of such sum and sums of money, so as aforesaid borrowed: Together also with such sum and sums of money, as shall grow due for the interest and forbearance of the said sum or sums of money, so to be borrowed: That then &c. But if default be made in payment of the said sum or sums of money or any of them, contrary to the form aforesaid; Then the same Statute to remain in full force and vertue. In witnesse, &c.

*A Bill of sale, with a proviso, that if the money with allowance be not paid by a day, then to be void.*

**B**E it known unto all men by these presents, that I, A B of, &c. for and in consideration of the sum of 10 l. to me in hand paid at the enscaling and delivery of these presents by C D of, &c. Have bargained and sold, and in plain and open market, according to the custome of the City of London, Have delivered unto the said C D these several parcels hereafter mentioned (*viz.*) &c. To have and to hold the said several parcels, and every of them bargained, and sold as aforesaid, unto the said C D his Executors, Administrators and assignes to the only proper use and behoof of the said C D his executors, administrators and assigns for ever: Provided alwayes, that if I the said A B my executors, administrators or assignes, do well and truly content and pay or cause  
to

to be paid unto the said C D his Executors, Administrators or Assigns, the full sum of 10. l. 10. s. of, &c. on, &c. next ensuing the date hereof, at or in the, &c. that then, &c. And I the said A B for my selfe, my Executors, Administrators and assigns, do covenant and grant to and with the said C D his Executors, administrators and assigns, by these presents, That if default be made of or in payment of the said sum, or any part thereof, contrary to the form aforesaid, that then I the said A B my executors and administrators, and every of us, shall and will warrant and for ever defend the said several parcels, and every of them, unto the said C D his Executors and Assigns, against all men by these presents. In witness, &c.

*A Bargain and Sale of Household-stuff.*

**B**E it known unto all men by these presents, that B I T N of, &c. for and in consideration of the sum of 25 l. of, &c. to me in hand paid at the enfealing and delivery of these presents by A R of, &c. whereof I acknowledge my selfe fully satisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and discharge the said A his executors, administrators and assigns, by these presents, have granted, bargained and sold, and by these presents do fully, clearly and absolutely grant, bargain, sell and deliver unto the said A R all such goods and household-stuff, and implements of household, & all other things mentioned and contained in a Schedule hereunto annexed, now remaining and being in one Messuage, House or Tenement, and the Garden and Yard thereunto belonging, called *Dales*, situate, lying and being in *Hammersmith*, in the County of *Middlesex*, and now in the tenure or occupation

pation of the said T N or of his assigns. To have and to hold all and singular the said goods, household-stuff, and implements of household, and every of them, before by these presents bargained and sold, or mentioned to be bargained and sold unto the said A R his executors, administrators and assigns for ever, to do and dispose of them, and every of them, at his, and their will and pleasure. And the said T N for himself, his executors and administrators doth covenant, promise and grant to and with the said A R his executors, administrators and assigns, by these presents, that he the said T N his executors, administrators and assigns, and every of them, all and singular the said goods, Utensils, implements of household and household-stuff before bargained and sold, and every of them, unto the said A R his executors, administrators and assigns, against all and every other person and persons whatsoever, shall warrant and for ever defend by these presents. In witnesse, &c.

*A bargain and sale of Leases and goods, on condition to pay debts and legacies.*

**B**E it known unto all men by these presents, that I, A T of, &c. have given, granted, bargained, sold, and by this my present Deed do give, grant, bargain and sell unto R T my Son, all my leases, or lands held by lease for years, and all my goods and Chattels, both real and personal, both moveable and unmoveable, quick and dead, of what kind soever they be of, and in whose hands, custody or possession soever they be; To have and to hold to the said R and his assigns for ever, to his and their own proper use and behoof for evermore, upon condition following, (that is to say) that the said R shall well

well and truly content and pay, or cause to be contented and paid all my debts whatsoever, and also shall pay and perform, or cause to be performed and paid all my gifts and legacies, which I the said A T shall ordain and appoint by my last Will and Testament. In witness, &c.

*The form of Award.*

**T**O all Christian people to whom this present writing of Award indented shall come, G M of, &c. sendeth greeting in our Lord God everlasting. *Whereas* divers questions, controversies and sutes, have been had, moved and depending between I P of, &c. of the one party, and R H of, &c. of the other party; as well for and concerning the interest and profits of the Rectory and Parsonage of, &c. as also for other causes and actions, for the appeasing whereof, either of the said parties have elected and chosen me the said G M to be Arbitrator indifferently between them, and to that end have bound themselves either to other by obligation, in the summe of 100 l. to stand and to abide the Award, abitrement and judgement of me the said G M touching the premisses, Now know ye that I the said G M taking upon me the charge of the said award, and minding that a final end and agreement shall be had and continued from henceforth between the said parties touching the premisses, do make and declare this my Award in manner and form following: that is to say, First, I award, &c.

*A Protection in a time of Parliament.*

**F**Orasmuch as I have special occasions to imploy the Bearer hereof, A B my servant, in and about my

my service and occasions, during this present Session of Parliament: These are therefore to will and require you to forbear to arrest, attach or imprison him the said A B, but to permit and suffer him peaceably and quietly to go about his businesse, at his will and pleasure, during all this present time of Parliament, without any your sute, arrest or disturbance, as you will answer the contrary at your peril. Given under my hand and seal the, &c.

*A Surrender of Copy-hold Land, by way of Mortgage;*

**M**<sup>Emorandum</sup>, That the day and year above written E L of, &c. did out of Court by the hands of R G and J F two customary Tenants of the said Mannor, surrender by the rod into the hands of the Lord of the said Mannor, two parcels of Land, with the appurtenances, containing by estimation seven acres or thereabouts, one parcel whereof lyeth in *Hammer-smith*, within the aforesaid Parishes of, &c. Between the Lands of G L and R M Esquire on the East; and the Lands of G M Gentleman, on the West; the Common-Sewer on the North, and the Lands of W H on the South, and the other parcel of Land, containing by estimation four acres, being in, &c. Between the Land of the Bishop or, &c. on the West; the Glebe-lands belonging to the Parsonage of, &c. on the East, the Lands of, &c. on the North; and the Lands of the said E P on the South, To the only use and behoof of J P his heirs and assigns for ever. To have and to hold the said parcels of Land, and every of them, with their and every of their appurtenances unto the said I P his heirs and assigns for ever, according to the custome of the said Mannor. Provided always neverthelesse, and upon this condition, that if the said E L his heirs or assigns, do

dowell and truly content and pay, or cause to be paid unto the said T. P. his executors, administrators or assigns, the full summe of one hundred thirty and four pounds of lawful money of *England*, on the, &c. next ensuing the date within written, at or in, &c. That then this present surrender to be void and of none effect, or else to stand and abide in full force and verue.

*An assignment of a Judgement.*

TO all, &c. A. C. of, &c. sendeth greeting. Whereas T. W. of, &c. and H F of, &c. by their Obligation bearing date, &c. in the tenth year of the reign of our Sovereign Lord Charles, &c. are and stand jointly and severally bound unto the said A C in the sum of, &c. with condition of payment of, &c. on the, &c. then next following at, &c. as by the same Obligation may appear, which sum of, &c. was not paid at the day and place before expressed for the payment thereof, whereby the said Obligation became forfeited: sithence which time the said A. C. hath commenced her action of Debt upon the said recited Obligation, in his Majesties Court of *Kings Bench at Westminster*, and hath thereupon recovered and obtained a Judgement of 200 l. and 25 s. costs of suit, against the said T. W. in Hillary Term last past, before the date of these presents. Now know all men by these presents, that she the said A. C. for divers good causes and considerations her thereunto moving, hath constituted and appointed her well-beloved friend T. K. of, &c. her true and lawful Attorney for her; and in her name to demand, ask, levy, recover, receive and take of the said T. W. his heirs, executors, administrators and assigns, the said sum of 200 l. and 25 s. costs of suit, and for default



default of payment thereof, or of any part thereof, to sue forth one or more Writ or Writs of Execution, or other lawful processe whatsoever, and further do, and use all other lawful ways and means for the recovery thereof, as by the said Atturney or his Council learned in the Law shall be reasonably devised, advised or required, and the said sum and sums of money so to be had and received upon the said judgement, or upon any Execution thereon to be prosecuted and taken out, to detain and keep to the only use and behoof of the said T K his Executors, Administrators and Assigns, without any accompt thereof or therefore to be rendred to her the said A C; and the said A C doth hereby covenant, promise, grant and agree, to and with the said T K her said Atturney, that at the sealing and delivery of these presents, the said Judgement is and remaineth unpaid and unsatisfied, and that she the said A C nor her executors, administrators or assigns, nor any of them, shall or will at any time hereafter, release, discharge, or otherwise do or suffer to be done, any act or thing whatsoever, to discharge or impeach the validity of the said Judgements, without the consent and agreement of the said T K in writing under his hand and seal first had and obtained; Nor shall revoke or countermand the authority and power to him by these presents given and granted, she the said A C hereby ratifying and approving all and every lawful act and acts, and other proceedings whatsoever, which her said Atturney shall prosecute, commence or sue forth, for, upon or by reason of the said Judgement, so alwayes that he the said T K do and shall at all times hereafter, and from time to time, pay and bear all such sum and sums of money, costs and charges of sute, at the said A C or her executors, administrators or assigns, shall be compelled to disburse

burse for or concerning the premisses; and do and shall also save, defend and keep harmlesse and indemnified her the said A C her executors and administrators, and her and their Lands, Tenements, Goods, Chattels and Hereditaments whatsoever, of and from all and all manner of cost, charges, sutes, troubles and detriments whatsoever, that shall or may happen or come against her the said A C her executors and administrators, for or by reason of the said judgement, or any execution thereof had, or taken. In witness, &c.

*A Letter of Attorney of a Bond.*

**T**O all Christian people, &c. I W M of, &c. send greeting. Whereas R B of, &c. and I B of, &c. by their obligation bearing date, &c. now last past, are and stand bound unto me the said W M in the sum of, &c. with condition for the payment of, &c. on the, &c. now next following, as by the same obligation may appear. Now know ye, that I the said W M have hereby made, ordained, constituted and appointed my beloved Friend H B of, &c. to be my lawful Attorney and Assignee for me, and in my name, to demand and receive the said sum of, &c. at the day of, &c. if the same shall be then paid. And if the same shall not be then paid, then to sue for and recover the said sum of, &c. being the penalty of the said Bond; and if the said W M shall and will allow and maintain all and every action, plea and processe which he the said W B shall in my name bring or sue for the obtaining, and recovery thereof. In witness, &c.

**T**His Indenture made, &c. Between I I of, &c. on the one part; and T. W. of, &c. on the other part; Whereas T. M. of, &c. by his recognizance in the nature of a Statute-staple; bearing date, &c. in the 23 year of, &c. taken and acknowledged before Sir I K Knight and Baronet, Lord Chief Justice of his Majesties Court of Kings Bench, is and standeth bound unto the said I I in the sum of 800 l. of, &c. with Defeazance thereupon made; That if the said T. M. his Heires, Executors, Administrators or Assignes, do pay or cause to be paid to the said I. I. his, &c. the sum of fourty pound of, &c. on the, &c. then next ensuing the date of the said afore-cited recognizance at, &c. that then the said afore-cited recognizance should be void, or else to remain in full force and vertue; as in and by the said recited recognizance, with defeazance thereupon made, whereunto relation being had, more at large appears, which said sum of 400 l. or any part thereof, was not paid at the day and place for payment thereof, by reason thereof, the said recited recognizance or statute staple of 800 l. became forfeited. Now this Indenture witnesseth, That the said I I for divers good causes and considerations him thereunto especially moving, hath granted, assigned and set over unto the said T. W. his Executors, Administrators, &c. as well as the said recited Recognizance or Statute Staple of 800 l. therein mentioned; as also all the estate, right, title, interest, claim and demand whatsoever, of him the said I. I. in and to the Premisses, and the said I. I. doth by these presents give and grant unto the said T. W. his Executors, administrators and assignes, full power and authority for and in the name of him the said I. I. his heires, executors and administrators.

but to and for the only use and behoof of the said T. W. his Executors, Administrators and Assigns, to demand, ask and receive of the said T. M. his heirs, executors, and administrators, the said sum of, &c. mentioned, and due in and by the said recited Recognizance or Statute staple: And if upon demand the said sum of 800. l. be not paid; that then the Statute staple to prosecute, and sue forth several Writs of extent, and *liberate* upon the said Statute, out of the high Court of Chancery, according to course, as in such case is used, and to use all and every other lawful wayes and means for the recovery thereof, as he the said T. W. his, &c. shall think fit and convenient: And the same so recovered and received to detain and keep to and for the only use and behoof of the said T. W. his Executors, Administrators and Assigns. And upon receipt thereof, or any other satisfaction or composition therefore to be had, made or given unto the said T. W. his executors, administrators or assigns, by the said T. M. his Heirs, Executors, or assigns, to acquit, release and discharge the said T. M. his heirs, executors and administrators, and every of them, of, for, from and concerning the said recited Recognizance and Statute staple, and of and from the sum of money therein expressed. And the said I. I. shall and will ratifie, allow and maintain all and whatsoever lawful act and acts, thing and things the said T. W. his Executors, administrators or assigns, shall do or cause to be done in or about the premisses, by these presents granted. And the said I. I. doth for himself, his Executors and administrators, covenant, promise and grant to and with the said T. W. his executors, administrators and assigns, by these presents in manner and form following, that is to say, that neither he the said I. I. his Executors, administrators or assigns, nor any of

them have, or at any time heretofore hath released, acquitted or discharged the said recited Recognizance or Statute staple, and sum of 800s.l. therein mentioned, or either of them, nor shall nor will, at any time or times hereafter, release, acquit or discharge the said recited recognizance or Statute staple, or sum of money therein contained, or any sute, writ, plea, proceffe or action, which he the said T. W. his Executors, Administrators or Assigns, shall sue, prosecute, or commence, upon or by reason of the said recited recognizance or Statute staple, in the name or names of the said I. I. his Executors, or Administrators, without the special consent or agreement of the said T. W. his executors, administrators or assigns, first had and obtained in writing, under his or their hands and seals. And also that he the said I. I. his Executors and Administrators shall and will at any time or times hereafter, at the reasonable request, costs and charges of the said T. W. his Executors, Administrators or Assigns, make or cause to be made unto the said T. W. his Executors, Administrators or Assigns, all and every such further and other lawfull act and acts, thing and things, device and devices, assurance and assurances in the Law whatsoever, for the further, better, and more perfect assuring and assigning of the said recited Recognizance or Statute staple and sum of money therein contained, or any extent or benefit thereupon, or any power or authority thereby given or granted unto the said T. W. his Executors, Administrators or Assigns; As by the said T. W. his Executors, Administrators or Assigns, or his or their Council learned in the Law, shall be reasonably devised, advised or required. In witnesse, &c.

*An assignment of an annuity.*

**T**O all Christian people, &c. T. D. of, &c. sendeth greeting, &c. Whereas T. D. of, &c. late Uncle of the said T. D. party to these presents, in and by one Indenture bearing date the, &c. and in the, &c. made between the said T. D. Uncle to the, &c. of the one part; and B. E. and G. C. of, &c. of the other part, purporting certain uses, as in the same Indenture is limited and expressed, Did give and grant unto the said T. D. party to these presents, one annuity or yearly payment of 10 l. of, &c. *per annum*, for and during the natural life of the said T. D. party to these presents, to begin to be paid yearly to the said T. D. party to these presents, from and after the decease of A. D. late Wife of the said T. D. the Uncle, as by the said Indenture, among divers other things therein contained more at large appears. Now Know ye, that the said T. D. party to these presents, for and in consideration of the sum of, &c. to him in hand at and before the enscaling and delivery of these presents by W. P. of, &c. well and truly paid, whereof and wherewith the said T. D. party to these presents, acknowledgeth himself fully satisfied, contented and paid by these presents, and for divers other, &c. Hath given granted, bargained; sold, assigned and set over, and by these presents doth fully; clearly and absolutely give, grant, bargain, sell, assign and set over unto the said W. P. his Executors, administrators and assigns, as well the said annuity or yearly payment of, &c. as also all the estate, right, title, interest, property, claim and demand, which the said T. D. party to these presents, hath or may, can, might, should or ought to have, of, in or to the same; by force and vertue of the said Indenture of uses, or any thing therein contained,

or otherwise. And the said T. D. party to these presents, for him, his Executors and administrators, doth covenant, promise and grant to and with the said W. P. his Executors, administrators and assigns by these presents, in manner and form following; That is to say, that he the said T. D. party to these presents, now hath lawful authority to give, grant, bargain and sell the said Annuity, in manner and form aforesaid; And that heretofore neither he, nor any other by his appointment, or with his consent, hath made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity or yearly payment of, &c. or of any part thereof; Nor that he the said T. D. party to these presents, nor any other by or from him, or with his consent, have or hath done, nor hereafter at any time shall do, commit, or suffer to be done, any act, deed or thing whatsoever, whereby the said W. P. his executors, administrators or assigns, shall or may be hindered or letted of, or in the having, receiving and enjoying of the said annuity or yearly rent, or any part thereof; And that the said W. P. his executors, administrators or assigns, shall and may from time to time, and at all times from and after the decease of the said A. D. for and during the natural life of the said T. D. party to these presents, lawfully, peaceably and quietly have, hold, use and possess, occupy and enjoy the said annuity or yearly rent of, &c. and every part and parcel thereof; To the only proper use and behoof of the said W. P. his Executors, Administrators and Assigns for ever, without the let, trouble, molestation, interruption or disturbance of him the said T. D. party to these presents, or any other person or persons, by his means, title or procurement. And further, that the said T. D. party to these presents, shall and will from time to time, and at all times hereafter,



at the reasonable request, costs and charges in the Law of the said W. P. his executors, administrators and assigns, do or cause, procure or suffer to be done, all such further act and acts, thing and things, for the further assuring of the premises to the said W. P. his Executors, Administrators and Assigns, for and during the natural life of the said T. D. party to these presents, after the death of the said A. D. as by the said W. P. his Executors or Assigns, or by his or their Council learned in the Law, shall be reasonably devised, advised or required: In witnesse, &c.

*An assignment of a Lease.*

**T**His Indenture made, &c. Between H. S. of, &c. of the one part, and R. L. of, &c. of the other part; Whereas I. H. of, &c. by his Indenture of Lease bearing date the, &c. for the consideration therein expressed, did demise, grant, set and to farm-let unto the said H. S. all that Messuage or Tenement, called or known by the name of, &c. situate, lying and being in *Fleetstreet London*, and then in the tenure or occupation of the said I. H. together with all Water-courses, Lights, Wayes, Easements, Commodities and appurtenances whatsoever, to the said Messuage or Tenement, and all and singular other the premises thereby granted, or any of them then made or belonging. To have and to hold the said Messuage or Tenement, and all and singular other the before mentioned premises, with their and every of their appurtenances, unto the said H. S. his Executors, Administrators and Assigns, from the Feast-day of, &c. last past before the date of the same Indenture, unto the full end and term of 21. years from thenceforth next ensuing, and fully to be compleat and ended: Yielding and paying therefore yearly, during the said term of 21. years,

the yearly rent of, &c. at the four usual Feasts or terms in the year: that is to say, at the, &c. or within 10 dayes next ensuing any of the said Feasts, by even and equal portions, as in and by the said Indenture of Lease, among divers Covenants, Grants, Articles, clauses and agreements therein contained, whereunto relation being had, more fully and at large appears. Now this Indenture witnesseth, that the said H. S. for and in consideration of the sum of, &c. to him in hand at and before the enfealing and delivery of these presents by the said R. L. well and truly paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid; and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said R. L. his Executors, administrators and assigns, for ever, by these presents, Hath granted, bargained, sold, assigned and set over, and by these presents doth grant, &c. unto the said R. L. all the estate, right, title, interest, term of years yet to come and unexpired, property, claim and demand whatsoever, which he the said H. S. now hath, or may, might or ought to have or claim of, in or to the before mentioned premisses, and every or any part or parcel thereof, with the appurtenances, by force and vertue of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever, Together with the said Indenture of Lease, To have and to hold as well the said premisses before mentioned to be demised, in and by the said Indenture of Lease; As also all the estate, right, title, interest, use, possession, claim and demand whatsoever of him the said H. S. of, in and to the premisses, unto him the said R. L. his Executors, administrators and assigns, from the day of the making hereof, for and during all the residue and number of years yet to come, and unexpired of the said term of, &c. in and by the said Indenture of Lease granted in such

like, and in as large and ample manner and form, to all intents and purposes, as the said H. S. now hath, or enjoyeth, or may, might, or ought to have and enjoy, the premises, by force, vertue and means of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever; Together with the said Indenture of Lease as aforesaid. And the said H. S. for himself, his Executors, and Administrators, doth covenant, promise and grant to and with the said R. L. his executors, administrators and assigns by these presents, That the said R. L. his Executors, administrators and assigns shall and may lawfully, peaceably and quietly have, hold, possesse and enjoy the before mentioned premisses, and every part thereof with the appurtenances, for and during the residue and number of years, yet to come and unexpired, of the said term of, &c. in and by the said Indenture of Lease granted, without any lawful let, sute, trouble, denial or interruption, of him the said H. S. his Executors, administrators or assigns, and that freely and clearly acquitted and discharged, or otherwise well and sufficiently save and keep harmlesse, of and from all other gifts, grants, bargains, sales, leases, rents, arrerages of rents, forfeitures, re-entries, cause and causes of re-entries, troubles and incumbrances whatsoever, had, made, committed or done by the said H. S. his Executors, administrators, &c. the rents and covenants in and by the said recited Indenture of Lease reserved, which on the tenants or lessees part and behalf of the same premises from henceforth are or ought to be paid performed and done, (only excepted and fore-prized) Of which said rents and covenants the said R. L. for himself, his executors and administrators, doth covenant, promise and grant to and with the said H. S. his Executors, administrators and assigns, by these presents, clearly to acquit and discharge, or otherwise

from time to time, and at all times hereafter from henceforth well and sufficiently save and keep harmless and indemnified the said H. S. his Executors administrators and assigns, and every of them by these presents. In Witnesse, &c.

*A Preamble of a Will.*

**I**N the name of God, *Amen* : The 16. day of *October*, 1647. in the 23. year of, &c. I, G. H. of, &c. being sick and weak in body, but of sound and perfect memory (praise be given to God for the same) and knowing the uncertainty of this life on earth, and being desirous to settle things in order, do make this my last Will and Testament in manner and form following: That is to say, First and principally I commend my soul to Almighty God my Creatour, assuredly believing that I shall receive full pardon and free remission of all my sins, and be saved by the precious death and merits of my blessed Saviour and Redeemer Christ Jesus, and my body to the earth, from whence it was taken, to be buried in such decent and Christian manner, as to my Executors hereafter named shall be thought meet and convenient. And as touching such worldly estate as the Lord in mercy hath lent me, my will and meaning is, the same shall be employed and bestowed, as hereafter by this my Will is expressed, And first, I do revoke, renounce, frustrate and make void all Wills by me formerly made, and declare and appoint this my last Will and Testament. *Item* I give and bequeath, &c.

*A Condition to pay money at the day of Marriage or day of death.*

**T**He Condition of this Obligation is such, That if the within bounden A. B. his executors, administrators and assigns, do well and truly pay, or cause to be paid unto the within named C. D. his executors, administrators or assigns, at or in the, &c. the sum of, &c. within six months next after the solemnization of the Marriage of the above said A.B. or the day of death and decease of B.C.of,&c. Gentleman, which shall first happen after the date within written, without fraud or coven: That then, &c.

*A Condition to deliver Hay and Oats by a day, &c.*

**T**He Condition, &c. that if the within bounden I. A. his executors, administrators or assigns, do and shall well and truly deliver or cause to be delivered unto the within named T. I. his executors, administrators or assigns, at, &c. five cart-loads of good, sweet, well made and well dried Hay, every load containing, &c. and 20. quarter of sound, wholesome and sweet Oats, good and Merchantable ware, every quarter to contain, &c. between the Feast-day of Saint John the Baptist, and Saint James the Apostle, next ensuing the day within written, frank and free, without any thing therefore to be paid, without fraud or coven: That then, &c.

*A Condition to perform Covenants.*

**T**He Condition, &c. that if the within bound L. R. his Executors, Administrators and Assigns,

signs, and every of them, do and shall at all times hereafter, and from time to time, well and truly observe, perform, fulfill, pay, do and keep all and every the Covenants, Grants, Articles, Clauses, provisoes, payments, and agreements which on his or their parts and behalves are and ought to be observed, performed and fulfilled, paid, done and kept, specified and comprized in a certain pair of Indentures of Lease bearing date within written, made between the within-named L. R. on the one part, and N. G. on the other part, and that in and by all things according to the true intent and meaning of the same Indenture; That then, &c.

*A Condition for the truth of an Apprentice.*

**T**He Condition, &c. that whereas I. R. Son of the within bound E. R. by his Indenture of Apprentiship bearing date &c. last past before the date within written, hath put his self Apprentice unto the within named H. S. to dwell after the manner of an Apprentice, from the, &c. next ensuing the date within written, for and during the term of, &c. years from thence next ensuing, and fully to be compleat and ended, as by the same Indenture may appear. If therefore the said I. shall well and truly serve and dwell with the said H. during all the said term, &c. years: And if at any time or times hereafter during the said term of, &c. the said I. shall by negligence or otherwise, consume, imbeazle, waste, lose, mispend, or unlawfully make away, any of the moneys plate, goods, chattels, wares, or Merchandizes of the said H. S. his Master, or any other person or persons whatsoever, which shall be committed to his charge and custody, then and so often, if the said E. R. his Executors, Administrators or Assignes, or any of them,

them, shall within three months next after lawful proof thereof made, either by confession of the said I.R. or otherwise howsoever, and notice thereof given either by writing or otherwise, unto the said E.R. his Executors, administrators or assigns, make sufficient recompence, satisfaction and payment unto the said H.S. his Executors, administrators and assigns, of and for all such moneys, plate, goods, chattels, wares and Merchandizes, as shall be so duly proved as aforesaid, to be by the said I. consumed, imbeazled, wasted, lost, mispent or unlawfully made away. That then, &c.

*A Condition to abide the award of Arbitrators, if they make an Arbitrement; and if not, then to abide the Umpirage of an Umpire.*

**T**he Condition, &c. that if the within bounden A. S. his heirs, executors and administrators, and every of them, for his and their parts and behalves in all things do well and truly stand to, and abide, observe, perform, obey, fulfill and keep all and every the award, arbitrement, doom, determination, final end and judgment of Sir T. S. of, &c. and H.S. of, &c. Arbitrators indifferently nominated, elected and chosen, as well on the part and behalf of the within bounden as on the part and behalf of the within named to Award, arbitrate, determine and judge of, for, or concerning all and all manner of judgments, executions, reasons, sutes, cause, and causes of action and sutes, demands, reckonings, sum and sums of money, differences, strifes, variances, quarrels, controversies, judgments, executions and demands howsoever, howsoever, moving or depending, having, being, or coming between the said at any time or times before the day of the death of these presents. So always that the said award, judgment, doom, deter-



determination and judgment of the said Arbitrators, of, for, or upon the premises, be made or put in writing indented under their hands and seals, and ready to be delivered to the said parties, or to such of them as shall come and require the same of the said Arbitrators, on this side, or before the, &c. and if the said Arbitrators shall make and put in writing indented no such award or arbitrement, as aforesaid, for and upon the premises, at or before the said day of, &c. if then the said A. S. his Heirs, Executors, and Administrators, and every of them, for his and their part and behalf; in all things, do well and truly stand to, abide, obey, observe, perform, fulfill, pay and keep all and every the award, umpirage, arbitrement, determination, final end and judgment of Sir R. R. of, &c. Umpire indifferently elected and chosen on the part and behalf of either of the said parties, to award, arbitrate, determine, and finally to judge of, for, upon or concerning all and singular the aforesaid premises; so alwayes that the said award, umpirage, arbitrement, determination, final end and judgment of the said Umpire, of, for, or concerning the same premises, be had and put in writing indented under his hand and seal, at or in the, &c. and ready to be delivered to the said parties, or to such of them as shall come and require the same of the said Umpire; That then, &c.

*A Condition that one shall not demise or alien, without consent.*

**T**HE Condition &c. that if neither the above bound R. R. nor his assigns, nor any of them, do or shall at any time hereafter demise, grant, bargain, sell, or otherwise do away his or their estate, right, title, interest, claim and demand either in fee-simple, fee-

fee-rail or otherwise, to any person or persons whatsoever, of, in or to that the Mannor of, &c. in the County of, &c. with the rights, members and appurtenances thereof in the said, &c. whatsoever, or of in or to any part or parcel thereof, which he the said R. R. or his Heirs, have, hath or had, may, might, should or ought to have or claim of, in or to the said Mannor, with the appurtenances, without the consent and agreement of the above-named T. I. his heirs or assigns, or some of them, to that effect first had and obtained in writing, under his, their, or some of their hands and seals: That then this, &c.

*A Condition to justify all such actions as shall be commenced by reason of a Letter of Attourney.*

**T**He Condition, &c. That whereas the within-bound I. E. by his Deed or Letter of Attourney bearing date, &c. hath made and constituted the within named W. D. his true lawful and sufficient Attourney, to ask, levy, recover and receive, for him, and in his name, to the only proper use and behoof of the said W. D. his executors and administrators, 200 l. of, &c. wherein R. C. of, &c. by his Obligation bearing date, &c. is and standeth bound unto the said I. E. as by the same Letter of Attourney more at large it doth and may appear. If therefore the said I. E. his Executors and administrators, and every of them, do at all times hereafter, and from time to time, avow, justify and maintain all and every such lawful action and actions, plaints, process, sures, judgments and executions, as the said W. D. his Executors, administrators and assigns, or such as the said W. D. his executors, administrators or assigns, shall thereunto assign, name and appoint, shall attempt, commence and pursue in the  
name

name of the said I. E. his Executors or administrators, against the said R. C. his executors or administrators or any of them, upon or by reason of the said recited Obligation. And also that if neither the said I. E. his Executors or administrators, or any of them, shall hereafter willingly do or procure to be done any manner of act or acts, thing or things, whereby the said debt of 200 l. or any part or parcel thereof, is or shall be released, or in any wise discharged, or whereby or by reason whereof any action or actions, writ, plea, proceſſe, or execution to be had, attempted, brought or executed, for, touching or concerning the suing for, or recovery of the said sum of 200 l. shall be any way impeached, abated, with-drawn, delayed or hindred, except it be by and with the consent of the said W. D. his Executors or administrators, under his or their hands and Seals, first had and obtained in writing; That then, &c.

*A Condition for payments of money yearly, with a clause to finde new Sureties, upon death of any of the former.*

**T**He Condition, &c. that if the within bound R. D. W. D. & R. B. or any of them, their or any of their Executors, administrators or assignes, do well and truly pay or cause to be paid unto the within named I. A. his Executors or assignes, yearly from henceforth, for and during the term of 21 years, the yearly sum of, &c. at or in, &c. at the four usual Feasts or Terms in the year: that is to say, at the Feast of, &c. or within 20 dayes next after every of the said Feasts by even and equal portions to be paid. And if it shall happen the said R. D. W. D. or R. B. or either of them, to die or depart his or their natural life or lives before the said term of 21 years shall be fully ended,

ended, next after the date within written: If then the said R. D. his Executors or administrators, do within three moneths next after request in that behalf to him or them to be made by the said I. A. his Executors, Administrators or Assigns, procure and cause such other sufficient and able person or persons to become bound and enter into Bond unto the said I. A. his executors, administrators or assigns, by Obligation in due form to be made for the same payment of the said yearly sum of, &c. for and during so many years as shall be then to come and unexpired of the said term of 21 years, and with the like clause for putting in other new sureties, as herein is expressed, as shall be of sufficient ability to answer and pay the sum of money, wherein he or they shall so stand bound if the same should be forfeited: That then, &c.

*A Condition to save harmlesse from Legacies.*

**T**He Condition, &c. That if the within bound W. W. his Heirs, Executors and Administrators and every of them, do and shall from time to time, and at all times hereafter, clearly acquit, exonerate and discharge, or otherwise well and sufficiently save and keep harmlesse the within named B. F. his heirs, executors and administrators, and every of them, and his and their goods, chattels, lands, re-nements, possessions and hereditaments, and every of them, as well against the Children of R. E. late of, &c. deceased, their executors, administrators and assigns, and every of them; as also against all and every other person or persons whatsoever, of, for, from and concerning all and all manner of gifts, legacies, childrens portions, sum and sums of money, and bequests whatsoever, given and bequeathed unto them, and every or any of them, in and by the last Will and Testament

ment of the said R.E. or otherwise, and of and from all actions, sutes, costs, judgments, extents, executions and demands whatsoever; which shall or may at any time hereafter happen to arise, come or grow, to, for or against the said R. F. his executors, administrators and assigns, or any of them; upon or by reason of the same: That then, &c.

*A Condition not to molest, sue or trouble for any matter or cause before past.*

**T**He Condition, &c. that if neither the within bound A. B. his executors, administrators or assigns, or any other person or persons, for him or them, or in his or their name or names, do not at any time or times hereafter; molest, sue, vex or trouble the within named C.D. his executors or administrators, or any of them, by any manner of wayes, or means whatsoever, for, upon or by reason of any matter or cause whatsoever had, made moving or depending between the said parties, from the beginning of the world unto the day of the date within written; That then, &c.

*A Condition to seal a counterpart of an Indenture by a day.*

**T**He Condition, &c. that if one A. B. of, &c. shall on this side, and before the First of, &c. seal and subscribe to the counterpart of one Deed indented, bearing date, &c. made between the within named W.M. of the one part, and the said A.B. of the other part: and the same so sealed and subscribed to deliver as his proper act and deed to the only use and behoof of the said W. M. and also the said counterpart of the said Deed indented, so sealed

sealed, subscribed and delivered by the said A. B. In manner and form aforesaid, do on this side, and before the, &c. then next ensuing, deliver or cause to be delivered unto the said W. M. his heirs or assigns whole, uncanceled and undefaced, at or, &c. That then, &c.

*A Condition for acknowledgment of a Fine.*

THE Condition, &c. that if the above bounden G. S. and A. his Wife, do and shall at and before the, &c. next ensuing the date within written, at the costs and charges in the Law of the within named R. P. his heirs or assigns, before the Justices of the Court of Common pleas at *Westminster*, acknowledge and levy one fine, *sur conuzans de droits come ceo que ils ad de leur done*, &c. unto the said R. P. his Heirs, &c. with Proclamation according to the Laws and Statutes of this Nation in that behalf provided of all those Messuages, Lands, Tenements and Hereditaments, with the appurtenances lying and being in P. in the County of E. which by one deed indented, bearing date with these presents, are mentioned to be bargained and sold by the said G. S. to the said R. P. his heirs, &c. and every part and parcel thereof, to the only use and behoof of the said R. P. and of his Heirs and assigns for ever according to the true intent and meaning of the same Deed, as by the said R. P. his Heirs or assigns, or by his or their Council learned in the Law, shall be reasonably devised and required; That then, &c.

*A Condition to deliver an Obligation by a day.*

THE Condition, &c. that whereas the within named T. M. by his Obligation bearing date, &c. is and standeth bound unto the within bounden

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P.

P. F. in the sum of 100. l. with condition, &c. as by the same Obligation may appear. If therefore the said P. F. his executors, administrators or assigns, do or shall, on or before the, &c. next ensuing the date within written, deliver or cause to be delivered unto the said T. M. his executors, administrators or assigns, the said recited Obligation cancelled or to be cancelled; That then, &c.

*A Condition to pay money during life.*

**T**HE Condition, &c. that if W. W. &c. his Executors, administrators or assigns, or any of them, do, or shall yearly, for and during the natural life of A. W. of, &c. well and truly pay or cause to be paid unto the within named W. M. his executors, administrators or assigns, for and towards the maintenance of the said A. the sum of, &c. at or in, &c. on four dayes in every year, that is to say, on the, &c. by even and equal portions, the first payment thereof to be made and begin on the, &c. next ensuing the date within written, he the said W. W. his executors, administrators or assigns, every such payment, sealing and delivering the said W. W. his executors, administrators or assigns, to his and their use, a sufficient acquittance and discharge in writing under his hand and seal of the money so paid, and so from time to time received; That then this, &c.

*A Condition to assign over a Lease by a day.*

**T**HE Condition, &c. that if I. W. &c. in consideration of 300. l. to him in hand paid by the within named P. C. do and shall on this side, and before, &c. next ensuing the date within written, at the cost and charges in the Law of the said P. C. his Executors, administrators



administrators or assigns, by good conveyance and assurance in the Law, grant, convey and assure unto such person or persons as the said P. C. shall nominate and appoint; as well one Indenture of Lease made by and from A. B. to the said I. W. bearing date, &c. and all Lands, Tenements and Hereditaments therein and thereby demised and granted, as also all the estate, right, title, interest, rent, reversion, property, claim and demand whatsoever of him the said I. W. of, in or to the premises, clearly discharged of all Incumbrances whatsoever, done or to be done by the said I. W. or any by his means, consent or procurement, except one Lease, heretofore made by the said I. W. to one T. T. of the premises, whereupon the yearly rent of 100. l. is reserved; which said yearly rent shall or may from henceforth be paid to the said P. C. or to such person or persons as he shall name or appoint during the continuance of the said Lease, and if the said I. W. do and shall permit and suffer the said P. C. and his assigns, from time to time and at all times hereafter, to have, receive and take the rents, issues and profits of the premises, without the let or denial of the said I. W. or his Executors: That then, &c.

*A Condition for quiet enjoying of a Messuage.*

**T**HE Condition, &c. that if the within named I. M. his Heirs and assigns, and every of them, shall and may for ever from henceforth peaceably and quietly have, hold, use, occupy, possess & enjoy all that Messuage or Tenement, and Lands, situate, lying and being in, &c. and every part and parcel thereof, mentioned to be bargained and sold by the within bound R. W. to the said I. M. in and by a certain Indenture of bargain and sale, bearing date the day of the date within written, made between the within bound R. W. and

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A.

A. his wife, on the one part; and the above named I. M. on the other part; clearly discharged or otherwise sufficiently saved and kept harmlesse, of and from all and all manner of estates, titles, troubles, charges, and incumbrances whatsoever, at any time heretofore had, made, committed, permitted, suffered or done by the said R. W. and A. his wife, or either of them, or by his or their means or procurement: That then, &c.

*A Condition not to do any act to prejudice the estate of the Obligee in a Lease, &c.*

**T**He Condition, &c. that if the within bound R. R. hath not done, nor that he, his executors nor administrators, at any time hereafter, shall wittingly or willingly do, or assent unto any manner of act or acts, devise or devises, whereby or by reason whereof, the interest, estate and term of years, which the within named H. B. hath of, in or to any the Messuages, Lands, Grounds, Tenements, or Hereditaments, called, &c. or any part or parcel thereof, is, or shall be alienated, bargained, sold, assigned, determined, avoided or incumbered, or whereby one Obligation or Deed obligatory, bearing date the, &c. last past before the date within written, is or shall be discharged, released and made void, or lose any manner of force or strength except it be by and with the assent, consent and agreement of the within named H. B. his executors or administrators, wherein one R. A. Citizen, &c. standeth bound to the said R. R. in the sum of, &c. with a certain condition thereupon endorsed, touching the Messuages, Lands and Tenements, called, &c. as by he same may appear: That then, &c.

*A Condition to pay rent during a Lease parole, and at the end to depart, leaving the goods and household-stuff mentioned, &c.*

**T**HE Condition, &c. that whereas the above named T. L. hath by Lease parole set and to farm-let to the above bound T. D. all that capital Messuage, &c. for the term of, &c. to be recknoed and accounted from the, &c. at and for the yearly rent of, &c. of lawful, &c. payable in form following: that is to say, on the, &c. If therefore the said T. D. his executors, administrators, Under-tenants or assigns, or any of them do well and truly pay or cause to be paid unto the said T. L. his executors, administrators or assigns the said yearly rent or sum of, &c. in manner and form, as is before expressed. And also if the said T. D. his executors, administrators, under-tenants and assigns, do at the end and expiration of the said term of, &c. to be reckoned as aforesaid, depart out of the said house, and leave the possession thereof, and other the premises, and leave behind him all such locks, keys, bolts, hinges, doors, casements, glasse, glasse-windows, wainscot, dressers, shelves and other things as now do belong or appertain to the said Messuage, &c. or which at any time hereafter, during the said term, shall be set up, placed, made or provided in or about the same premises, at the costs & charges of the said T. D. unto the said T. L. his executors, administrators or assigns, that then, &c. But if default be made in payment of the said rent of, &c. in manner and form above declared, or if the said T. D. his executors or assigns, shall not perform the other clauses and agreements herein contained, without fraud or coven; That then, &c.

*A Condition that he shall enjoy quietly the aforesaid Messuage without interruption of any, during the said Lease parol.*

**T**HE Condition, &c. That whereas the above bound T. L. hath the day of the date above written by Lease parol, demised and to farm-letten unto the above named T. D. all that capital Messuage, &c. for term of, &c. to be accounted from the, &c. and for the yearly rent of, &c. And whereas the said T. D. by his Obligation bearing date the day of, &c. with condition there-under written for payment of the said rent or sum of, &c. and performing other clauses and things in such manner and form, as in the said condition is mentioned, as in and by the obligation and condition before mentioned may more at large appear. If therefore the said T. D. his executors, administrators, under-tenants and assigns, and every of them, shall or may from time to time, and at all times during the said term of, &c. lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy all that the said capital Messuage, &c. and appurtenances thereunto belonging, in as full, large and ample manner, as he the said T. L. had, used or enjoyed the said premises, without any let, suit, trouble, interruption or disturbance of the said T. L. his executors, administrators or assigns, or of any other person or persons by his or their means, act, consent, title, interest, privity or procurement: That then, &c.

*A Condition where money is given by a Will to a Wife and her children, and the money being paid by the Executor to the Husband of the wife, to be employed for their benefit, the Husband is bound to employ it well, or to repay it, &c.*

THE Condition, &c. that whereas T. H. of, &c. Gentleman deceased, did by his last Will and Testament in writing, give and bequeath unto M. one of the daughters of E. H. and now the wife of the above bound I. S. the sum of, &c. and the sum of, &c. to the four Children of them the said I. and M. which said sum of, &c. together with the said sum of, &c. more, the above named H. H. and W. H. have at and before the sealing and delivery of this present obligation, paid and delivered unto the said I. S. to be by him employed in stock, for the benefit and advantage of the said M. and the said four Children. If therefore the said I. S. do and shall from time to time, and at all times hereafter, use his best skill and endeavour to manage and employ the said, &c. in a stock for the best benefit and advantage of the said M. and her said four children. And if the said I. S. do not, nor shall not employ the said, &c. in good manner as the same ought to be, according to the true intent and meaning hereof: Then if the said I. S. do within six months next after request to him made in that behalf by the said H. H. and W. H. or either of them, their or either of their executors, administrators, or assigns, for the use and behoof of the said M. and her said four Children, pay unto the, &c. the full sum of, &c. or the full worth or value thereof, in good and valuable goods and chattels, without fraud or covenant; That then, &c.

*A Condition to save harmlesse an Executor, be not meddling with the Executor ship.*

**T**He Condition, &c. that whereas W. H. late of, &c. by his last Will and Testament in writing, did nominate and appoint the within named I. L. and others, Executors of his said Will: since which time the said I. L. is become sole Executor of the said Will. And whereas the said I. L. hath not at any time or times intermeddled with, had taken or received any of the debts, goods, household-stuffe, plate, chattels or hereditaments, of or belonging to the said W. H. but that the same have been equally divided and distributed to and amongst the, &c. part and part alike. And forasmuch as the, &c. did of their own accord satisfie and pay such debts, duties and legacies as the said W. H. did owe, give and bequeath, and had and received the acquittances for the same, without the consent of the said I. L. If therefore the said, &c. and every or any of them, their Executors, administrators and assigns, and every or any of them, do and shall from time to time, and at all and every time and times hereafter, freely and clearly acquit, exonerate and discharge, or otherwise, upon request made, well and sufficiently save and keep harmlesse and indemnified the said I. L. his executors, administrators and assigns, and his and their goods, chattels and hereditaments, and every of them, of and from all sum and sums of money, bills, bonds, debts, duties, and demands whatsoever, which shall or may at any time or times hereafter, happen to be demanded or recovered of and from the said I. L. his heirs, Executors, administrators or any of them, for or by reason of the executorship of the said last Will and  
Testa-

Testament, and of and from all actions, suits, troubles, costs, charges and demands whatsoever, which shall or may happen, arise or grow, for or by reason of the same premisses, without fraud or coven: That then, &c.

*A Condition to discharge an Executor from an Orphan's portion in London, being received without consent.*

**T**HE Condition, &c. That whereas A.H. *Spinster*, one of the daughters of W.H. late of, &c. deceased, hath taken and received the full third part of the sum of, &c. Which he the said W.H. left in his house at the time of his decease, his several charges, debts and legacies, being paid and discharged out of the said sum of, &c. And her full fourth part of all the goods, plate, chattels, utensils, and implements of household, as were belonging unto the said W.H. at the time of his decease; and also her full fourth part of the sum of, &c. which was paid upon Bond due from, &c. For all which said sums of moneys, plate and goods, the within bound R.H. and R.A. have hereby undertaken to acquit, discharge and save harmlesse the within named R.M. his executors, administrators and assigns. If therefore the said R.H. and R.A. or either of them, their or either of their Executors, administrators or assigns, do and shall from time to time, and at all times hereafter, clearly acquit, exonerate and discharge, or otherwise upon request made, well and sufficiently save, keep harmlesse and indemnified the within named R.M. his Executors, administrators and assigns, and his and their goods, chattels and hereditaments and every of them, as well against the Officers of the City of London, for the Court of Orphans, and every of them, and against all



all and every other person and persons whatsoever. As also of and from all actions, suits, costs, losses, charges, sum and sums of money, and demands whatsoever, which shall or may at any time or times hereafter happen to arise or grow, or to be demanded or recovered of and from the said R. M. his executors, administrators or assigns or any of them, for or by reason of the same several sums of money and household stuffe so by the said A. H. had taken and received, as aforesaid, and every of them, without fraud or coven, That then, &c.

*A Condition to justify all such actions as shall be commenced, by reason of an Assignment of a bill Obligatory.*

**T**He Condition, &c. that whereas the within bound W. E. and M. A. have by their deed of assignment bearing date with the within written obligation, assigned & set over unto the above named R. N. one Bill Obligatory, wherein A. B. of, &c. and C. D. of, &c. are & stand bound unto the said W. E. and M. A. in the sum of, &c. (recite according to the usual form) as by the said Bill and Deed of assignment may appear. If therefore the said W. E. and M. A. or either of them, their or either of their Executors, administrators or assigns, do and shall at all times hereafter, and from time to time, justify, avow and maintain all and every such lawful action & actions, suits, pleas and processe, as the said R. N. his executors or assigns shall commence or prosecute against the said A. B. and C. D. or either of them, their or either of their executors, administrators or assigns, in the names of them the said W. E. and M. A. or either of them, for or by reason of the said Deed of Assignment, and Bill Obligatory, for either of them, without revoking or releasing the same

same, or any the persons or sums of money in them mentioned: That then, &c.

*A Condition for an hired Servants truth.*

**T**He Connition, &c. that whereas the above named H.H. hath taken and received into his service the above bound T.K. If therefore the said T.K. do and shall at all times hereafter, and from time to time, during so long time as the said T.K. shall dwell with the said H.H. well and truly serve the said H.H. his Master, without consuming, imbeazling, wasting, losing, mis-spending or unlawfully making away any of the money, plate, goods and chattels of the said H.H. his Master, or any person or persons whatsoever, which shall be committed to his charge and custody, by reason of his said service. And if the said T.K. shall by negligence or otherwise consume, imbeazle, waste, lose, mis-spend, or unlawfully make away any moneys, plate, goods and chattels of the said H.H. his Master, or any other person or persons whatsoever, that shall be committed to his charge and custody, by reason of his said service, as aforesaid: Then if the said T.K. the above bound P.W. and I.K. or any of them, their or any of their executors, administrators or assigns, or any of them, do and shall within three months next after the due proof thereof, either by the confession of the said T.K. or otherwise howsoever; and notice or warning thereof given or left at or in, &c. in writing or otherwise unto or for the said P.W. and I.K. or either of them, make sufficient recompence, satisfaction and payment unto the said H.H. his executors, administrators or assigns, for the said moneys, goods, chattels so consumed or imbeazled, as aforesaid, Then this present Obligation to be void and of none effect, or else, &c.

*A Condition to pay rent reserved upon a Lease.*

**T**He Condition,&c. that if the within bound K. H. his executors, administrators and assignes, or some of them, do well and truly pay or cause to be paid unto the within named D. F. and I. S. and the heirs and assignes of the said I. All that yearly rent reserved and payable unto the said D. F. and I. S. and unto the heirs and assignes of the said I. upon and by vertue of a certain pair of Indentures of Lease, bearing date the day of the date within written, made between them the said D. F. and I. S. on the one part, and the said R. H. on the other part, at such dayes and times by such equal and quarterly portions, and in such manner and form during all the said term thereby granted, as the same in and by the said Indenture is limited and appointed to be paid, without fraud or coven: That then,&c.

*A Condition to discharge Executors from the payment of Legacies to Non-age,*

**T**He Condition,&c. that whereas M. H. widow by her last Will and Testament, bearing date, &c. did give and bequeath unto three Sons of M. T. widow, the sum of, &c. apiece to each of them. And whereas also the within named T. P. at and before the day of the date within written, hath paid unto the within bound R. M. to and for the use of the said three sons of T. M. widow (viz.) I. H. and M. the said sum of 300 l. given unto them by the said M. H. deceased. If therefore the said R. M. his executors, administrators or assignes, do well and sufficiently save and keep harmlesse and indemnified the said T. P. and R. F. Executors of the said last Will and Testament, and either of them, their and either of their execu-

rors, administrators and assigns; As also their and either of their goods, chattels, lands tenements and hereditaments, as well against the said I.H. and M. and every of them, as against all other person and persons whatsoever, of, or concerning the said legacy of, &c. apiece, to them the said I.H. and M. given and bequeathed as aforesaid. And also do obtain and get sufficient and lawful releases and acquittances, or other discharges from them the said I.H. and M. and of every of them respectively, as they shall attain their full ages of 21 years, or within three months next ensuing their said full ages of, &c. respectively to be made unto the said T.P. and R.F. their Executors, administrators or assigns, purporting discharges for their said Legacies given and bequeathed as aforesaid, without fraud or coven: That then, &c.

*A Condition to (ave harmlesse from a Letter of Attur-  
ney.*

**T**HE Condition, &c. that if the above bound A. C. his Executors, administrators or assigns, or some of them, do and shall from time to time, and at all and every time, and times for ever hereafter, acquit, discharge, save, defend and keep harmlesse and indemnified the above named R. N. his Executors, administrators and assigns, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of, and from all and all manner of actions and sutes. costs, charges, troubles, losses and detriments whatsoever, which shall or may at any time or times hereafter, arise, happen or be, unto, for or against the said R. N. his Executors, Administrators or assigns, for, concerning or by reason of one Letter of Atturney, bearing date the day of the date above written, which the said A. C. hath sealed and delivered

delivered unto the said R. N. or any suit or suits commenced, or to be commenced by vertue thereof. And also if the said A. C. his Executors, administrators or assigns, do or shall, upon request to him or them to be made, well and truly pay or cause to be paid unto the said R. N. his executors, administrators or assigns, all such sum and sums of money as the said R. N. his executors, administrators or assigns, shall be compelled to disburse or lay out, for or by reason of any suit or suits, arrests, or other things whatsoever, concerning the premises: That then, &c.

*A Condition to pay money at the expiration of an Apprentiship.*

**T**He Condition, &c. that whereas M. C. daughter of, &c. by her Indenture of Apprentiship bearing date with these presents, hath put her self an Apprentice unto the within bound L. S. and L. his wife, and with them to dwell and serve, as their Apprentice, from the Feast of, &c. unto the end and term of, &c. from thence next ensuing, and fully to be compleat and ended, as by the same Indenture of Apprentiship more at large appeareth. And whereas also the within named L. P. the day of the date hereof, hath lent, disbursed and delivered to the said L. S. the Summe of 20 l. of, &c. to occupy as a stock during the said term. If therefore the said L. S. his Heirs, Executors, administrators or assigns, or any of them do well and truly pay or cause to be paid unto the said M. C. or her assigns the full sum of, &c. at the full end and expiration of the said term of 7 years, or at the day of the marriage of the said M. which of them shall first and next happen to be or come after the date hereof, without fraud or coven: That then, &c.

*A Condition of an Obligation, wherein one Executor stands bound to another, to do his diligence in the execution of a Will, and from time to time to give a just account.*

**T**He Condition, &c. that whereas I. B. late of, &c. Gentleman deceased, hath by his last Will and Testament, named and appointed the within bounden T. A. to be one of his executors, together with the within named G. B. If therefore the said T. A. do from time to time and at all times hereafter, use his utmost diligence and endeavour for the true execution of the said last Will and Testament; according to the trust in him reposed by the said I. B. and do also from time to time yearly, untill the said last Will and Testament be fully and wholly fulfilled and performed; make by himself, or by some other lawfully authorized by him, a true account to the said G. B. at or in, &c. at any time between the first and last day of November, yearly. And if upon the making up of every such account, or accounts the said T. A. his, &c. shall make delivery of the moiety and one half of all sums of money, goods and chattels that the said T. A. his, &c. shall have in his or their custodies, or shall have received by vertue of the said Executorship of the said last Will and Testament of the said I. B. That then, &c.

*A counter-condition for the performance of Covenants.*

**T**He Condition, &c. that whereas the within named M. M. at the request and desire of the within bound D. P. together with the said D. P. is & standeth bound in & by one obligation bearing even date with the within written, &c. unto E. S. of, &c. in the sum of, &c. for the true observance, performance, fulfilling, paying  
and

and keeping of all and every the covenants, grants, articles, clauses, payments and agreements which are contained and specified in one pair of Indentures of Lease, as by the said Obligation appeareth. If therefore the said D. P. his executors, administrators or assigns, and every of them, do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmlesse and indemnified the said M. M. his executors, administrators and assigns, and every of them, of and from all actions, suits and demands whatsoever, which shall or may at any time or times hereafter happen to arise, come or grow to or against the said M. M. his executors, administrators or assigns, or any of them, for, upon or by reason of the said recited Obligation, or any sum or sums of money therein contained, without fraud or coven: That then, &c.

*A Condition that the Leasor shall pay money back upon the Leassee's dislike of a Farm.*

**T**He Condition, &c. that whereas there hath been communication between the within bound T. B. and the within named P. C. for and concerning one Farm, called A. in the County of S. now in the occupation of the said T. B. to be granted by the said T. to the said P. for term of six years. If in case the said P. C. shall mislike to proceed in the same, and of such misliking do give notice to the said T. B. before the last day of, &c. next ensuing, at the Messuage of the said Farm. Then if the said T. B. his executors, &c. do within three dayes next after such notice of misliking given, well and truly pay or cause to be paid to the said P. not only the sum of 6 l. of, &c. to him the said T. delivered at the enscaling hereof, But also do pay or satisfie unto the said P. all such sums of money and other things



thing as the said P. hath, or before that time shall have paid or be at, for the sowing or manuring of the said Farm, or any part thereof, That then, &c.

*A Condition for building and setting up a Farm  
or a house.*

**T**He Condition, &c. that if the within named E. W. his Executors, Administrators or Assigns, do at his and their own costs and charges, on this side, and before the Feast of, &c. next coming after the date above written, not onely well work, and substantially erect, build and set up, or cause to be erected, built and set up one good and substantial new frame or building, of good, new, sufficient and well-seasoned timber of Heart of Oak, to serve for the plat or foundation already set forth or made within the Messuage or Inne, called or known by the name or sign of the Ship, in the Parish of Saint Clements Danes, in the County of Middlesex, which shall contain from the West toward the East 40. foot of assize; and in breadth from North to South 25. foot of assize, and with part thereof, which shall extend from the South-part of the measure before mentioned towards the South, shall contain in length 20 foot, and in breadth 18 foot and 12 inches: all which said building shall contain in height three stories and an half; and every story to contain in the height seven foot of assize at the least: but also do, before the said Feast of, &c. at his like costs and charges, fit and furnish the same building, with floors boarded, doors, stairs, pent-houses, and other things pertaining to, or being Carpentary work, with sufficient nails for the same, and hooks and hinges for all the doors: in which said building there shall be such and so many stairs, as the within named P. C. shall appoint, and to be set in such place and places.

place, as the said P. shall nominate, and there shall be in the stories extending West and East, partitions, and three several rooms; and in every room one imbowed window, with such and so many clear windows as the said P. shall appoint; and in every of the stories of the building, extending from North to South, one partition, and one room, in every of which rooms there shall be one imbowed window: all which to be well and sufficiently finished, as aforesaid, before the said Feast, &c. next coming, That then, &c.

*A Condition to save three harmless which are bound for one by Recognizance to the Chamber of London for Orphans money.*

**T**He Condition of this Recognizance is such, that whereas the within named I C, I L & W G at the instance and request of the above bound E K together with the said E K in the inner Chamber of the Guild-hall of the City of London, are become joyntly and severally bound unto R. B. Chamberlain of the City of London aforesaid, and to his successors Chamberlains of the same City, in the sum of 350l. of, &c. with condition amongst other articles in the said Recognizance specified, for the true payment of 300l. of like money unto the said Chamberlain, or his Successor, to the use of E and I Orphans of T B late Citizen and Grozer of London, deceased, at such time as they or either of them, shall accomplish their several ages of 21 years, as by the said Recognizance and condition thereof more at large may appear. Therefore the said E K his Heirs, Executors or Administrators do from time to time, and at all times hereafter, discharge, exonerate, acquit, or otherwise well and sufficiently save and keep harmless the said I C

IL and G W, and every of them; and the heirs, executors and administrators of them, and every of them, and all and singular the lands, tenements and hereditaments, goods and chattels of them and every of them, against the said Chamberlain and his successors, and against all and every other person and persons whatsoever, of, for and concerning the said Recognizance, & all and singular sums of money, penalties, forfeitures and things whatsoever, in the said Recognizance, or condition thereof, or either of them, contained or specified: and also of, for and concerning all and singular actions, suits, judgements, extents, executions, molestations, costs, charges, troubles, incumbrances, & demands whatsoever, which shal or may arise, grow, happen or be, by reason or means of the said recognizance. And also if it happen the said E K before the said sum of 300 l. be fully paid to the said Chamberlain, or his successors, according to the tenor and purport of the said condition of the said Recognizance, to decease, or by any means to come to poverty and insufficiency, or himself, or his goods and chattels, out of the liberties of the City aforesaid, to absent, withdraw, or purloin: Then if the said E K his heirs, executors or administrators within six moneths next after such decease, coming to poverty and insufficiency, or such withdrawing, absenting or retaining himself, or his goods, or chattels out of the liberties of the City aforesaid, or upon reasonable request, do make true payment unto the said Chamberlain or successors, of the said sum of 300 l. to the use aforesaid: And then also within the same 6 moneths, or upon such request, as aforesaid, do cause and procure the said Recognizance, and all extents and executions of the same, to be clearly and lawfully discharged and made void, that then, &c.

*A Condition from the Under-Sheriff to a High Sheriff  
for saving harmless.*

**T**H<sup>e</sup> Condition, &c. that whereas the above named Sir M. G. Knight, Sheriff of the County of B hath assigned and deputed the above named R. B. his Under-Sheriff: If therefore the said B. N. the above bound C. R. and G. D. their Heirs, Executors and Administrators, and every of them, do at all time and times hereafter, save and keep harmless and indemnified, as well the said Sir M. G. his heirs, executors, administrators, and assigns, and every of them, as also the lands, tenements, hereditaments, goods and chattels of the said Sir M. G. of, for, touching or concerning the returns, and executions of all such process, writs and warrants of what nature soever they be, as are or shall be hereafter directed to the Sheriff of the said County of B. and shall be brought and delivered, or offered to be delivered to the said B. N. during the term that the said Sir M. G. shall be Sheriff of the said County: and of and from all issues, fines, and amerciaments, which shall happen to be imposed or taxed upon the said Sir M. G. for or concerning the not executing, wrongful executing, or detaining in his hands, any writs, process, or warrants, and of, for and concerning all escapes of all and every person or persons that shall be arrested or apprehended by vertue of any such process, writ or warrant; during the time that the said Sir M. G. shall continue Sheriff of the said County of B. And also if the said B. N. C. R. and G. D. their heirs, executors and administrators, and every of them, shall save harmless and indemnified the said Sir M. G. and his heirs and assigns, and his and their lands, goods and chattels, of, for and concerning all such accompt and accompts, as  
the

the said Sir M. G. is and shall be charged withal, as Sheriff of the said County of B. to our Sovereign Lord the King, his heirs or successors, in or any of his Majesties Courts, and of all sums of money which shall be levied or received by the said B. N. as Under-Sheriff of the said Sir M. G. or any Bayliff or other person by the direction or assent of the said B. N. to the use of the Kings Majesty, his Heirs or Successors: That then, &c.

*A Condition to save harmless a Surety from a Bond of Arbitrement.*

**T**He Condition, &c. That if the above bound A. D. his executors, and administrators, or any of them, do and shall from time to time, and all times hereafter well and sufficiently save and keep harmless and indemnified the above named G. M. his heirs, executors and administrators, and his and their lands, tenements, goods, chattels, and hereditaments, of, for, from and concerning one obligation bearing date the day of the date above written, wherein the said G. M. at the request of the said A. D. is and standeth bound unto R. M. Gentleman, in the sum of 100 l. with condition thereunder written, that the said A. D. abide the award of W. M. and T. B. Esquires Arbitrators, and of and from all actions, suites, arrests, costs, charges and demands whatsoever, concerning the premises, without fraud or coven: That then, &c.

*A Condition, if money be not paid at the day, then to surrender certain Copy-hold Lands, &c.*

**T**He Condition, &c. that if the within bound E. L. do not or shall not well and truly pay or cause to be paid unto the within named I. P. his Executors, adm-

administrators or assigns, the full sum of, &c. on the, &c. next ensuing the date within written, at, &c. according to a proviso or condition mentioned in a Dced or surrender, bearing date the date of, &c. Then if the said E L and A his wife, do and shall at the next Court to be holden for the Mannor of, &c. lawfully and absolutely surrender into the hands of the Lord of the said Mannor, to the onely use and behoof of the said I P his heirs and assigns for ever according to the custome of the said Mannor, the said several parcels of Land, with their and every of their appurtenances in the said surrender mentioned. And also if the said I P his heirs or assigns, shall or may peaceably and quietly have, hold and enjoy the said parcels of Land, and every of them, with their and every of their appurtenances so surrendred, as aforesaid, freely and clearly acquitted of and from all and all manner of former and other surrenders, bargains, sales, gifts, grants, troubles and incumbrances whatsoever, and of and from the thirds of the said M now of the said I P. That then, &c.

*A Letter of Atturney, or an Assignment to receive and keep money due upon a bond, wherein is a forfeiture, or nomine pœnæ upon discharge without consent.*

**T**O all Christian people, &c. I W S of, &c. send greeting in our Lord God everlasting. Whereas B S of, &c. and R B of, &c. by one obligation bearing date, &c. Anno Domini, 1647. are and stand joyntly and severally bound unto the said W S in the sum of, &c. with condition thereunder written, for the true delivery of 46 quarters of Rye, as by the said obligation with condition more at large appeareth. Now know ye, that I the said W S as well for and in  
con-

consideration that the Obligation was made in the name of me the said W.S. onely in trust, and for the use of R.S. of, &c. as for divers other good causes and considerations me hereunto moving, have given, granted, assigned and set over, and by these presents do give, grant, assign and set over, unto the said R. S. his Executors and Assigns, as well the said Obligation and sum of, &c. therein mentioned; as also all my right, action and demand to and in the same: Giving, and by these presents, granting unto the said R.S. by vertue hereof, my full and whole power and authority, for me, and in my name, but to the onely use of the said R.S. his Executors and assigns, to demand, ask, levy, recover and receive of the said B. S. and R. B. and of either of them, their Executors or Assigns, the said sum of, &c. mentioned, and due by the said Obligation, and to use all lawful wayes and means for the recovery thereof: and the same so had and received, to detain and keep to his own use and behoof, without any account thereof, or therefore to be rendred. And I the said W.S. do covenant and agree, that for act or acts, thing and things whatsoever by me, or by any other heretofore by my appointment done or committed, or hereafter to be done or committed, the said Obligation now is, and hereafter shall stand and continue in full force and effect, and that neither I the said W. S. my Executors or Assigns, shall nor will acquit, release or otherwise discharge the payment or delivery of 46 quarters of Rye, to the Condition of the said Obligation mentioned, without the special licence, consent and agreement of the said R. S. his executors or assigns, first had and obtained in writing under his or their hand and seal. And to the true performance of all and every the Articles and agreements hereby expressed on the part of me the said W.S. to be done and performed, I binde me, my



heirs, executors and administrators by these presents, in the sum of, &c. (*nomine pane*) to be forfeited and paid unto the said R. S. his, &c. In witness, &c.

*A Letter of Attourney to receive Rents.*

**T**O all, &c. I, E. D. of, &c. send greeting, &c. Know ye, that I the said E. D. for divers good causes me hereunto moving, and especially for the trust and confidence which I have and do repose in C. K. of, &c. have made, ordained, constituted and invested, and in my place and stead by these presents have put the said C. K. to be my lawful Attourney, for me and in my name, and to the use and behoof of me the said E. D. my Executors, Administrators and Assigns, to ask, demand, levy, recover and receive of H. G. of, &c. the sum of, &c. for one half years rent of and for the Mannor of B. in the County of, &c. due at the Feast of, &c. last past before the date hereof: Giving, and by these presents granting unto my said Attourney, by vertue hereof, full power and absolute authority, for me, and in my name, and to and for my use, benefit and commodity, to ask, levy, recover, receive and demand of the said H. G. his Executors, Administrators and Assigns, the said rent or sum of, &c. due and payable, as aforesaid. And upon the receipt thereof, or any other agreement on that behalf had and made, for me, and to my use to make, seal and deliver, for me, and in my name, and as my Deed, all and every such acquittance, and acquittances, or other discharges, as to the said C. K. shall be thought meet and convenient to be given: And to do, follow, execute and finish for the receipt and recovery thereof, all and every such act and acts, thing and things, devise and devises, as to the said C. K. shall be thought fit and  
con-

convenient, ratifying, allowing, confirming and approving all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the premisses by these presents. In witness, &c.

*A Letter of Attorney to demise, survey or sell  
a Mannor.*

**T**O all, &c. Know ye, that we the said G. S. and E. M. for divers good causes and considerations us hereunto especially moving, Have made, ordained, constituted, and in our place and stead, put and authorized R. N. and H. B. or either of them, our true, sufficient and lawful Attorney and Attorneys, for us and in our names, and for the use of us the said G. S. and E. M. to enter into all those the Mannors of W. T. and I. with their rights, members and appurtenances, in the County of C. and in the advowsons of or belonging to them, or any or either of them, and into every part and parcel thereof: and the same Mannors, or either or any of them, for us, and in our names to view and survey; And by these presents, for us, and in our names, do give full power and authority to the said R. N. and H. B. and to either of them, to be our Steward or Stewards of our said Mannors, and either of them, and to keep such Court and Courts of survey, and other Court-leets, and lawdayes, of and upon the said Mannors, or any of them, as our said Attorneys, or either of them shall appoint, or shall be by them or either of them thought fit: And the same Mannors, and every and any of them, for us and in our names, to bargain, sell, lease or grant to such person and persons, and for such estates, for life or lives, inheritance or otherwise; and for such sum and sums of money, as to our said Attorneys or either of them, shall be thought meet and requisite, to the uttermost

termoſt and beſt commodity and profits of us the ſaid G. S. and E. M. and the Deed and Deeds of the ſame grant, and eſtates ſo to be made, for us and in our names, to ſeal, and as our deed or deeds to deliver unto the parties to whom the ſame ſhall be ſo made, or to any other to their uſe and uſes, and the counter-parts of the ſame, for us and in our names, to accept and receive: And alſo all ſuch fines, and other ſum and ſums of money, as ſhall grow due for the ſame, for us and in our names, and to the uſe of us the ſaid G. S. and E. M. to collect, gather, receive and take, and all ſuch rents, duties, heriots, arrerages of rents, and profits of Courts as are already, or hereafter ſhall be due or payable, for, out, of or concerning the premiſſes, or any of them, to receive: Giving, and by theſe preſents granting to our ſaid Attorneys, and either of them, our full power and lawful authority, touching and concerning the premiſſes, to do, execute, proceed and finiſh in all things, in as ample manner and form, to all intents and purpoſes, as we the ſaid G. S. and E. M. or either of us, might or ought to do, if we or either of us, were then and there perſonally preſent: And ratifying and allowing all and whatſoever our ſaid Attorneys or either of them, ſhall do in or about the premiſſes or any of them, according to the true intent and meaning of theſe preſents. In witneſs, &c.

*A Letter of Attorney to deliver a Leaſe upon the Land.*

**T**O all, &c. I I. M. of, &c. Whereas I the ſaid I. M. have ſubſcribed and ſealed one writing, bearing date with theſe preſents, and hereunto annexed, purporting a Demiſe unto W. W. of, &c. of all that the mannor of G. with the appurtenances, in

in the County of Y, and of one Messuage, 300 acres of Land, 100 acres of Meadow, 200 acres of Pasture, and 100 acres of Wood, with the appurtenances, in C aforesaid, now or late in the tenure or occupation of W C his assignee or assignees: To have and to hold the said Mannor, and all other the premises, unto the said W. W. his executors or assigns, for the term of five years under the yearly rent of, &c. as by the said Deed indented may appear. Now know ye that I the said IM for divers good causes and considerations me hereunto especially moving, have made, ordained, constituted and authorized, and in my place and stead by these presents, have nominated and put W G of, &c. my true sufficient and lawful Attorney, for me and in my name, into all that the said Mannor of C, and into the said Messuage, 300 acres of Land, 100 acres of Meadow, 200 acres of Pasture, and 100 acres of wood, with the appurtenances, and into every or any part or parcel thereof in the name of the whole to enter, and peaceable and quiet possession and seisin thereof, for me, and in my name to take, and for every such possession and seisin thereof, or any part thereof had and taken, as aforesaid for me and in my name, as my act and deed to deliver unto the said W W or his certain Attorney upon some part of the aforesaid premises, the said Writing or Deed indented, subscribed and sealed, as aforesaid; And all and every other act and thing requisite and necessary to be done in, about or concerning the premises, for me and in my name to do or cause to be done. In witness, &c.

*A Letter of Attorney to keep Court.*

**K** Now all men by these presents, that we P L and H S of, &c, do hereby authorize, constitute & appoint G C of, &c, Gent, our lawful Depury & Attorney, for

for us, and in our names to appoint a Steward and Bay-  
 liff of and for our Mannors of B. and H. and by himself  
 or his sufficient Deputy, to and for our use, to keep  
 Courts within the said Mannors, or either of them, and  
 to give admittance upon alienation or death, and to  
 take and receive Atturments of all and every the Te-  
 nants thereof; and to and for our use, to Assess fines up-  
 on such admittances, and for us, and in our names, and  
 to our use, to receive the said fines; and also such He-  
 riots as shall be due upon such death or alienation, and  
 likewise to receive all rents and arrerages of rents,  
 and also all amerciements, perquisites and profits, that  
 shall arise or grow due to us, or any of the said Courts.  
 We do also further authorize and appoint the said  
 G. C. to gather, take up, and seize to our use, all wayfs,  
 estrays, deodans, out-laws and felons goods which shall  
 happen to arise, be due or fall within the said Man-  
 nors or either of them. Given under our hands and  
 seals the, &c. in the, &c.

*A Letter of A. turney to take possession of Lands newly  
 purchased.*

**B**E it known unto all men by these presents  
 that I, I. H. Citizen, &c. have made, ordained,  
 constituted, authorized and appointed, and by these  
 presents do make, ordain, constitute, authorize and  
 appoint, and in my stead and place by these presents,  
 put T. C. of, &c. my true, sufficient and lawful Attur-  
 ney, for me and to my use, to take and receive  
 peaceable and quiet possession and seisin of, and in all  
 that Messuage or Tenement, and all and singular the  
 lands and premisses thereunto belonging, with the  
 rights, members and appurtenances, situate, lying  
 and being in, &c. lately bargained and sold by B. P.  
 unto me the said I. H. and the same possession so had  
 and

and taken, to detain and keep to the onely use, and behoof of me the said I.H. my heirs and assigns, according to the tenor and true meaning of the Indenture, whereby the said premisses are conveyed unto me, ratifying, allowing and confirming all and whatsoever my said Attorney shall lawfully do, or cause to be done, in or about the premisses, by these presents. In witness, &c.

*A Letter of Attorney, for a Steward of Mannor to receive Rents; with authority to impound and distrain.*

**T**O all, &c. I, G. K. of, &c. send greeting in our Lord God everlasting. Know ye, that I the said G.K. for and in consideration of the special trust and confidence which I have and do repose in my well beloved Friend C.P. of, &c. Gent. have made, ordained, constituted, authorized and appointed the said C. P. my true, sufficient and lawful Attorney, for me, and in my name, stead and place, to the onely proper use and behoof of me the said G. K. my executors and administrators, to collect, gather, demand and receive, of all, every or any my Tenants or Farmers, of all, every or any my Lordships, Mannors, Lands, Tenements, and Hereditaments whatsoever, in the County of G. all and every such sum and sums of money, rents, arrerages of rents, amer- ciements, heriots, fines, issues, and profits, whatsoever as shall any wise grow due, accrew, be issuing or payable unto me the said G. K. out of all or any my said Lordships, Mannors, Lands, Tenements, and Hereditaments; and upon the receipt of all, every, or any such sum or sums of money, rents and profits, for me and in my name, to make and give acquit- tances, or any sufficient discharges to any of my said  
 Tenants.

Tenants or Farmers, requiring the same. And the same sum and sums of money, rents, issues and profits so had and received, to pay and deliver to me the said G K, my Executors, Administrators and Assigns, and to be accomptable unto me the said G K, my Executors and Administrators, from time to time, for all, every or any the said sum or sums of money, so as aforesaid, by the said C P had, taken and received, at the Feast of Saint Michael the Archangel next ensuing the date hereof, or before the end of Candlemas Term then next ensuing; and at the Feast of the Annuntiation of the blessed Lady Saint Mary the Virgin then next following; or before the end and expiration of Trinity Term then next ensuing, and so from time to time, at the Feasts and days before prefixed, to give and make a true account or accounts to me during the continuance of the power to him given and granted, as aforesaid. And further, I do by these presents give full power and authority to my said Attorney, at any time hereafter; to elect and chuse some one sufficient and able person to be Steward of my Courts of my said Mannors, &c. and also to place and displace, at his Will and pleasure, upon just occasion, any Bayliff or other Officer or Officers whatsoever, as occasion shall require: and also giving, and by these presents granting unto my said Attorney, full power and lawful authority, for me and in my name, stead and place, and to my use, as aforesaid, for non-payment of all, every or any my said rents, arrearages of rents, issues, amerciaments, and profits, to distrein, impound, arrest, sue, implead and imprison all, every or any my said Tenants or Farmers, which shall refuse to pay my said Attorney, all or any such sum and sums of money, rents, issues and profits, by them or any of them, respectively due and payable unto me as aforesaid; and the same persons again to discharge, acquit



acquit and release of and from the same, at his will and pleasure. And further, to do or cause, or procure to be done, in and about the premises, all and whatsoever to the said C.P. shall seem requisite and needfull to be done, as effectually as if I my self were then and there personally present. And which, &c. so to be done, I do hereby covenant and grant, for me, my Heirs, &c. to justifie, averre and maintain, as fully and perfectly, to all intents, constructions, and purposes, as though the same were actually done by my self. In witness, &c.

*A Warranty of Attourney to confess a Judgement,*

**V**Hereas K B widow, of, &c. Executrix of the last Will and Testament of I H Esquire, hath sued out of the high Court of Chancery an Original Writ of debt for two hundred pound, against me T E and I W of, &c. Esquire, and Sir R B. of, &c. Knight, my sureties, returnable this Trinity Term in the Court of Common Pleas at Westminster: These are therefore to require you to appear for me and my sureties, and to make Declarations for us the said T H, I W and Sir R B at the suit of the said K B, and thereupon to confess a Judgement, either by *non sum informat. nihil dicit*, or otherwise, as you shall think fitting, and this shall be your sufficient warrant in that behalf. In witness, &c.

*A Warrant to acknowledge satisfaction.*

Mr. T. W.

**W**Hereas in Trinity Term in the twentieth year of the Reign of our Sovereign Lord King Charles over England, &c. there was a Judgement had and obtained, in his Majesties Court of Common Pleas

Pleas at Westminster, against A. P. of, &c. for, &c. debt, and, &c. damages and costs, at the sute of, &c. These are to require you to acknowledge satisfaction upon the said judgement, and this shall be your sufficient warrant for the same. In witness, &c.

*Another Warrant to acknowledge satisfaction.*

Mr. T. F.

**W**Hereas I heretofore retained you my Attorney, in his Majesties Court of Kings Bench at Westminster, to sue, charge and implead R. E. upon several actions, and a *Habeas Corpus* depending against him, and whereas you thereupon further proceeded by my direction, to the recovery and entry of four several Judgements, the one of 50 l. debt, and 7 l. 10s. and 8 d. damages, another, &c. another, &c. and the other, &c. for that I have received full satisfaction from the said R. E. for and concerning all those actions, and several executions by you in my behalf obtained and entred against him, by force whereof he remains prisoner in the custody of the Marshal of his Majesties said Court: these are therefore to will and require you to discharge those several actions by search or otherwise, out of the entry-book of the Marshal of that Court, or other declarations remaining on file there: And further I do hereby direct and authorize you to acknowledge satisfaction upon Record, upon the several judgements above specified, and all other judgements chargeable against him for my satisfaction, and so to release his person out of the Marshals custody, from all causes touching me; And for the doing thereof, this shall be your sufficient warrant and discharge. In witness, &c.

*An Assignment of an Annuity.*

**T**O all, &c. T. D. of, &c. sendeth greeting: Whereas  
 T. C. of, &c. late of, &c. Uncle to the said T. D.  
 party to these presents, in and by one Indenture  
 bearing date, &c. and in the, &c. made between the  
 said T. Uncle of the one party, and B. E. and B. C.  
 Gentleman of the other party, purporting certain  
 uses as in the said Indenture is limited and expressed,  
 did give and grant unto the said T. D. party to these  
 presents, or annuity or yearly payment of, &c. *per*  
*annum*, for and during the natural life of the said T.  
 D. party to these presents, to be issuing and going  
 out of the Messuages, Lands, Tenements, &c. of the  
 said T. D. the Uncle, situate, lying and being in,  
 &c. to begin to be paid yearly to the said T. D. par-  
 ty to these presents, from and after the decease  
 of A. D. late wife of the said T. D. the Uncle, as by  
 the same Indenture amongst divers other things  
 therein contained, more at large appeareth. And  
 whereas the said A. D. is since deceased; Now know  
 ye, That the said T. D. party to these presents, for  
 and in consideration of the sum of, &c. to him in hand  
 at and before the enfealing and delivery of these pre-  
 sents, by W. P. of, &c. well and truly paid, where-  
 of, and wherewith, he doth acknowledge himself  
 fully satisfied, contented and paid by these presents,  
 and for divers other, &c. hath given, granted, bar-  
 gained, sold, assigned and set over, and by these pre-  
 sents doth fully, absolutely give, grant, bargain,  
 sell, assign and set over unto the said W. P. his exe-  
 cutors, administrators or assigns, as well the said  
 annuity or yearly payment of, &c. as also all the e-  
 state, right, title, interest, property, claim and  
 demand whatsoever, which he the said T. D. party

to these presents, now hath or may, can, might, should or ought to have or claim of, in or to the said annuity or yearly payment of, &c. To have, hold, perceive receive, take and enjoy the said annuity or yearly payment of, &c. unto the said W. P. his executors, administrators and assigns, from the day of the date of these presents, for and during the natural life of the said T. D. party to these presents, in such like, and in as large and ample manner and form to all intents and purposes, as the said T. D. party to these presents, now hath, may, might, should, could or ought to have and enjoy the same, by force and vertue of the said Indenture of uses, or any thing therein contained, or otherwise; And the said T. O. party to these presents, for him, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said W. P. his executors, administrators and assigns by these presents, in manner and form following: That is to say, that he the said T. D. party to these presents now hath full power and lawful authority, to give, grant, bargain, and sell the said annuity or yearly rent of, &c. in manner and form aforesaid: And that neither he the said T. D. party to these presents, nor any other person or persons by his appointment, or with his consent, hath heretofore made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity or yearly payment of, &c. or any part thereof; Nor that he the said T. D. party to these presents, nor any other, by, from or under him, or with his consent, hereafter at any time shall do or commit, or suffer to be done or committed, any act, deed or thing whatsoever, whereby the said W. P. his executors, administrators, or assigns, shall or may be letted or hindered of or in the having, receiving and enjoy-  
ing

ing of the said annuity, or of any part thereof: And that the said W. P. his executors, administrators, and assigns, shall or may, from time to time, and at all times from henceforth, for and during the natural life of the said T. D. party to these presents, lawfully, peaceably and quietly have, hold, receive, perceive, take and enjoy the said annuity, or yearly payment, of, &c. and every part and parcel thereof, to the only use and behoof of the said W. P. his executors, administrators and assigns, without the let, sute, trouble, interruption or disturbance of him the said T. D. party to these presents; or any other person or persons, by his act, means, title or procurement. And further that the said T. D. party to these presents, shall and will from time to time, and at all times hereafter, at the reasonable request, costs, and charge in the Law of the said W. P. his executors, administrators or assigns, do, cause, procure or suffer to be done all such further act and acts, thing and things, devise and devises in the Law whatsoever, for the further assuring of the premisses to the said W. P. his executors, administrators and assigns, for and during the natural life of the said T. D. party to these presents, as by the said W. P. his executors, administrators or assigns, or by his or their Council learned in the Law, shall be reasonably devised or advised and required. In witnesse, &c.

*An Indenture for suing forth a Writ of Entry of a Mannor, to the intent a Recovery may be had.*

**T**His Indenture tripartite made the, &c. between H. E. of, &c. of the first part, W. G. of, &c. of the second part, and A. B. and C. D. of, &c. of the third part, Witnesseth, that it is covenanted, granted, concluded, condescended unto, and fully agreed upon, by and

between the said parties to these presents: And the said H. E. doth for himself, his heirs, &c. covenant, &c. that he the said H. or his &c. before the Feast of, &c. at the proper costs and charges in the Law of the said W. G. his heirs or assigns shall permit and suffer the said A. B. and C. D. to bring and issue forth out of his Majesties high Court of Chancery one Writ of Entry *per disseisinem in part*, against the said W. G. returnable before the Justices of the Common pleas at Westminster, at a certain day before the said Feast of, &c. by which Writ the said A. B. and C. D. shall demand against the said W. G. all that the Mannor of, &c. by the name of, &c. or by any other name or names whatsoever, wherunto the said W. G. shall appear before the said Justices, at the said day of return, to be contained in the said Writ in his own proper persons, or by his Attorney sufficiently authorized by the Law for the same; upon which appearance the said A. B. and C. D. shall declare against the said W. G. according to the nature of the said Writ, and that he the said H. E. shall permit and suffer the said W. G. to make defence, and vouch over to warranty the said H. E. and the same E. by himself or his Attorney, sufficiently authorized by Law for the same, shall vouch over to warranty, the common vouchee, and thereupon imparl, and after the same imparlance in the same Term, shall make default and depart in contempt of the Court, to the intent a perfect recovery and Judgement in the said Court, may be had against the said H. E. of the said Mannor and Lands, and all other the premises according to the course of common recoveries in such cases used: and further that the said recovery and execution thereupon so as aforesaid, to be had and pursued by the said A. B. and C. D. shall be to the onely use and behoof of the said W. G. and

of his heirs and assigns, and to no other use, intent or purpose whatsoever (A Covenant for incumbrances) In witness, &c.

*A revocation of a protection during the Parliament*

**W**Hereas I the Right Honourable I. Earl of R. granted a protection under my hand and seal, unto C. R. Esquire, bearing date on or about the, &c. last past, to endure for the time of this present Parliament: Now these presents witness, that for divers good causes and considerations me moving, I do hereby revoke, disannul and make void the said protection, to all intents and purposes whatsoever, so as the said C. R. shall not from henceforth have any benefit, privilege or advantage thereby, but be therefore and therefrom utterly debarred and excluded for ever by these presents. In witness, &c.

*A Bargain and Sale of Trees,*

**T**His Indenture made, &c. between A. B. of, &c. and T. H. of, &c. of the one part, and G. F. of, &c. of the other part, witnesseth, that the said A. B. and T. H. for and in consideration of, &c. to them in hand paid, before the sealing and delivery of these presents, the receipt thereof, &c. have bargained and sold unto the said T. F. one hundred trees of Oak, to be taken and chosen by the said T. F. his executors or assigns, within, amongst, and out of the woods and Trees, standing and growing within the Park of S. in the County of, &c. or in or upon the banks or bounds of the said Park (all such Trees as now are already felled or marked) alwayes excepted out to



this present bargain and sale: and the said A. B. and T. H. do, &c. to and with, &c. that it shall and may be lawful to and for the said T. F. his Executors and assigns, at seasonable times in the year, at his and their free liberty, wills and pleasures before the Feast of, &c. to fell, cut down, take and carry away the said trees, before by these presents, bargained and sold, and every of them, so that the said G. P. his executors and assigns, at his and their or any of their proper costs and charges, do from time to time, make up and repair all such breaches and hurts as he or they shall commit or do, or cause to be committed or done in any of the hedges, pales, or ditches of or belonging to the said Park, or any the grounds thereunto belonging or adjoyning, for or by reason of the felling, cutting down, carting or carrying away of the said trees, or any of them, and so that all the said trees, and every of them, before bargained and sold, be carried and rid off, from and out of the said Parks, and bounds thereof, before the said Feast of, &c. And the said A. B. and T. H. all the said trees, before bargained and sold to the said T. F. in manner and form as aforesaid against all men, at all times, shall warrant and for ever defend. And it is further agreed and declared between the said parties, that all such and so many of the said trees before mentioned, bargained and sold, as shall remain, and not be carryed away out of the said Park and bounds thereof, before the said term of, &c. shall from thenceforth remain and be to the only use of the said A. B. and T. H. their executors and assigns, any thing before mentioned to the contrary in any wise notwithstanding. *In witness, &c.*

*An Indenture of Lease of a House and Lands  
in the Country.*

**T**His Indenture made, &c. Between A. B. of, &c. of the one party, and C. D. of, &c. of the other party, witnesseth that the said A. B. for and in consideration of the rents and covenants hereafter in and by these presents reserved and contained, which on the part and behalf of the said C. D. are and ought to be paid, done, performed, fulfilled and kept: Hath demised, granred, betaken and to farm-letten, and by these presents doth demise, grant, betake and to farm-let unto the said C. D. all that Messuage or tenement, &c. And also that close of Meadow-ground, called, &c. and all that, &c. Which said premises now are in the tenure or occupation of the said C. D. or his assigns, situate, lying and being in the said Parish of, &c. Except and alwayes reserved out of this present Demise and Grant, all trees, woods and underwoods, now standing, growing or being, or which hereafter shall stand, grow or be in or upon the same premises: and free liberty of ingress, egress, regress, way and passage to and for the said A. B. his heirs and assigns, and his and their workmen and servants, at any seasonable time or times in the year, to come in and upon the demised premises and every or any part thereof, to fell, cut down, lop and top the same trees, and every or any of them: And the same trees, lops and tops, with carts and carriages to take, load, bear and drive away, at his and their wills and pleasures. To have and to hold the said Messuage or Tenement, Close of Meadow, and, &c. and all and singular other the before-mentioned premises to be demised, with the appurtenances (except before excepted) unto the said C. D. his, &c. from

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the

the Feast of Saint *Michael* the Archangel last past, before the date of these presents, for and during, and unto the full end and term of twenty and one years from thence next ensuing, fully to be compleat and ended: Yeilding and paying therefore yearly and every year, during the said term of one and twenty years to the said A. B. his, &c. at or in, &c. the yearly rent or sum of, &c. at two of the most usual Feasts or Terms of payment in the year, that is to say, the Feast of, &c. by even and equal portions. And the said C. D. for himself, his, &c. that the said C. D. his, &c. or some of them, shall and will well and truly pay or cause to be paid unto the said A. B. his, &c. at or in, &c. the said yearly rent of, &c. during the said Term of, &c. on the Feast aforesaid, or within fifteen dayes next ensuing either of the said Feasts by even and equal portions, in manner and form aforesaid; And that he the said C. D. his, &c. or some of them at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter when and as often as need shall require, during the continuance of this present demise, Well and sufficiently repair, support, maintain, uphold, hedge, ditch, scoure, fence, amend and keep the said capital Messuage or Tenement, and all and singular the before mentioned to be demised premisses, and every part and parcel thereof, in, by and with all and all manner of needful and necessary reparations, paling, hedging, ditching, fencing, and amending whatsoever (principal timber onely excepted;) and the said Messuage or Tenement, and all and singular other the before mentioned to be demised premisses with the appurtenances, being so well and sufficiently repaired, supported, maintained, upholden, ditched, hedged, fenced, amended and kept together; with such household-stuffe, and appurtenances of household, as are mentioned

in a Schedule hereunto annexed, in as good case and plight, as the same now are (reasonable wearing only excepted) in the end of the said term of one and twenty years, or other sooner determination of this present Lease, shall and will peaceably and quietly leave, surrender and yeild up the same unto the said A. B. &c. And also that it shall and may be lawful to and for the said A. B. his, &c. with workmen and others in his or their company, or without, twice in every year yearly, during the said term, or oftner, to come into and upon the before demised premisses, and every or any part thereof there to view, search and see the estate and condition of the reparations of the same. And upon every such view or search, to give, or leave notice in writing, at the said demised Messuage, to or for the said C. D. his, &c. of all defaults and lacks of reparations, then and there found, to repair and amend the same, within six moneths, after such view made, and notice given, as aforesaid: Within which time and space of six moneths, he the said C. D. &c. doth covenant, promise and grant to and with the said A. B. his heirs and assigns, by these presents, well and sufficiently to repair and amend the same. And further the said C. D. for himselfe, his, &c. that he the said C. D. his, &c. shall and will from time to time, and at all times during the continuance of this present Demise, pay, bear, discharge and disburse all such Tythes, Church duties, taxes, subsidies, and other payments whatsoever, wherewith the same premisses, and every or any part thereof, shall or may be charged, or lyable to pay, during the said Term (except the quit-rent due for the said Messuage to the Lord of the Mannor of Harrow) and thereof shall and will acquit and discharge the said A. B. his, &c. and also the said demised Messuage, and premisses, and every part and parcel thereof. And  
also

also, that he the said C. D. his, &c. shall and will well and truly pay, or cause to be paid unto the said A. B. his, &c. the full sum of 10 l. of, &c. over and above the said yearly rent of, &c. for every or any acre or acres of Land, that shall be at any time or times hereafter, during the continuance of this present Demise, ploughed, digged, broken up or carried in the said Closes, called, &c. or any of them, or in any other of the said Closes not heretofore digged, ploughed or broken up: and so proportionable, according to the rate of ten pounds every acre of Land; and according to the rate, for every acre or part or parcel of an acre of Land for every time, every or any acre or acres, part or parcel of acre or acres, shall be so ploughed, digged or broken up and carried in any of the said Closes, the same to be paid unto the said C. D. his, &c. at such dayes and times as the yearly rent hereby is reserved and appointed to be paid, according to the true intent and meaning of these presents. And further, that neither the said C. D. his executors, administrators or assigns, shall or will at any time or times, during the continuance of this present demise, fell, cut down, lop or top any of the timber trees or any other trees, now standing, growing or being, or which hereafter shall stand, grow, or be in or upon the said demised premises or any part thereof, without the good will and licence of the said A. B. his, &c. in that behalf first had and obtained in writing under his or their hands and seals; nor shall demise, grant, let, set, sell, assign and set over the said demised Messuages, and other the premisses, or any part thereof, or his or their estate or terms of years, or any part thereof, of, in or to the same premises, during the term by these presents granted, to any person or persons whatsoever, except it be by and with the consent and agreement of the said A. B. his

his, &c. in that behalf first had & obtained in writing, under his or their hands and seals, Provided always and it is covenanted, granted, concluded and fully agreed upon by and between the said parties to these presents, that if the said A B his, &c. or any of them, shall at any time or times hereafter, during the said term of 21 years, be minded and desirous to have again, resume and take the said Messuage or Tenement, & all and singular other the before demised premises, with the appurtenances, into his or their hands and possession, before the expiration of this present Lease: And of such his or their desire, to give notice in writing unto the said C D his, &c. at any of the days or times of payment, wherein or whereat the said yearly rent hereby reserved is appointed to be paid: that then the said yearly rent shall determine at the end of one whole year next after such notice given, to have again the said Messuage and all other the before demised premises: And that then also at the next Feast or time of payment, which shall be one whole year next ensuing such notice or warning given, as aforesaid. And from thenceforth this present Indenture of Lease, and every Covenant, Article and Agreement herein contained, shall cease, determine, and be utterly void, and of none effect, as if these presents had never been had or made. And that then and from thenceforth, and at any time or times then afterwards, it shall and may be lawful to and for the said A B his, &c. into all and singular the before demised premises, and every part thereof, wholly to re-enter, and the same to have again, re-possesse and enjoy, as in his or their first and former estate, any thing in these presents contained to the contrary thereof in any wise notwithstanding. - And the said A B doth for himself, his, &c. covenant, promise and grant to and with the said C D his, &c. and every of them

them by these presents, that if the said C. D. his, &c. or any of them, shall at any time or times hereafter during the time and term by these presents granted desire to depart from the said Messuage or Tenement and premisses hereby demised, and to surrender and yield up the same premisses unto the said A. B. his, &c. and of such his or their desire, do give warning in writing under his or their hands to the said A. B. his, &c. at the house of the said A. B. at any of the Feasts or dayes of payment aforesaid, one whole year before he or they shall depart from the premisses: and do and shall accordingly surrender and yield up the said premisses unto the said A. B. his, &c. well and sufficiently repaired, hedged, ditched, amended, paled and fenced as the same ought to be; together with the said implements of household, according to the true meaning of these presents, that then upon such warning given and surrendred, or other assurance made of the premisses as aforesaid, he the said A. B. his, &c. shall and will accept the same, and take into their hands and possession the said Capital Messuage or Tenement, and all other the premisses with their appurtenances, according to the true intent and meaning of these presents. Provided also, if it shall happen the said yearly rent, or sum of, &c. or any part thereof to be behind and unpaid, in part or in all by the space of ten dayes, next over or after any of the Feasts or dayes of payment aforesaid, wherein the same ought to be paid as aforesaid, being lawfully demanded, or if the said C. D. his, &c. do not well and truly observe, perform, fulfil, pay and keep all and every the Covenants, Articles, payments and agreements in these presents contained, which on his and their parts are, and ought to be observed, performed, paid, done, fulfilled and kept, that then in any of the said cases, and from thenceforth at any time after, it shall and may



may be lawful to and for the said A. B. his, &c. into the said capital Messuage or Tenement, and all and singular other the premisses, with the appurtenances, and every part thereof wholly to re-enter, and the same to have again, retain, re-possesse, and re-enjoy as in his and their first and former estate, and the said C. D. his, &c. thereout, and from thence utterly to expell, put and amove, this Indenture or any thing herein contained to the contrary thereof, in any wise notwithstanding. And lastly, the said A. B. for himself, his, &c. that he the said C. D. his, &c. and every of them, paying the said yearly rent of, &c. and paying, doing and performing the covenants, payments, provisoes and agreements in these presents mentioned, which on his and their parts are or ought to be paid, done, performed and kept, according to the true intent and meaning of these presents, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possesse and enjoy the said Messuage or Tenement, and all other the premisses before by these presents demised (except before excepted) for and during all the said term of 21 years before granted without any lawful let, sure, trouble, denial, eviction, interruption, or disturbance of the said A. B. his heirs, executors, administrators or assigns, or any of them, or any other person or persons whatsoever, lawfully claiming by, from, or under him, them, or any of them. In witness, &c.

*An absolute bargain and sale of a House  
and Lands.*

**T**His Indenture made, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth, that the said A. B. for and in consideration of the sum, of &c. to him in hand, at and before:

before the sealing and delivery of these presents, by the said C. D. well and truly paid, the receipt whereof he the said A. B. doth hereby acknowledge, and himself therewith fully satisfied and paid, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate and discharge the said C. D. his heirs, executors and administrators for ever, by these presents hath given, granted, aliened, bargained, sold, enfeoffed and confirmed, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, alien, enfeoffe and confirm unto the said C. D. his heirs, and assigns for ever, all that the, &c. with all and singular it's rights, members, jurisdictions and appurtenances, together with all houses, edifices, buildings, Barns, Stables, Orchards, Gardens, Yards, Backsides, Easements, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Under-woods, Wayes, Easements, Profits, Commodities, Common of Pasture, hereditaments and appurtenances whatsoever, to the said Messuage or Tenement and premisses, or to any part or parcel of them belonging, or in any wise appertaining; all which said Messuage, Lands, Tenements, Feedings, Pastures, Closes and Hereditaments, with their and every of their rights, members and appurtenances whatsoever, before, in and by these presents mentioned or intended to be granted, are situate, lying and being within the Township of H. aforesaid in the said County of, &c. and now or late in the tenure or occupation of the said A. B. or of his assignee or assignees, and the reversion and reversions, remainder and remainders, of all and singular the before mentioned premisses, and all rent and rents reserved upon any grant and grants, demise and demises made of the premises, or of any part or parcel of them; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever

for ever of him the said A. B. of, in or to the same, and  
 all deeds, writings, evidences, charters, transcripts  
 of Fines, Court-Roles, escripts and minuments  
 whatsoever, touching or concerning the premisses, or  
 any part or parcel of them, To have and to hold the  
 said Messuage or Tenement, and all and singular o-  
 ther the premises hereby granted, bargained and  
 sold, or mentioned to be herein, or hereby granted,  
 bargained and sold, with their and every of their  
 rights, members and appurtenances whatsoever, un-  
 to the said C. D. his heirs and assigns, to the only  
 proper use and behoof of the said C. D. his heirs and  
 assigns for ever. And the said A. B. for himself and  
 his heirs, &c. the said Messuage or Tenement, and all  
 and singular other the premises before granted, bar-  
 gained and sold, with the appurtenances, unto the  
 said C. D. and his heirs, to the only proper use and be-  
 hoof of the said C. D. his heirs and assigns for ever,  
 against him the said A. B. his heirs and assigns, and  
 all and every other person and persons whatsoever,  
 lawfully claiming by, from or under him, them or  
 any of them, shall and will warrant, and for ever de-  
 fend by these presents: And the said A. B. for him-  
 self, his heirs, executors and administrators, do cove-  
 nant promise, grant and agree, to and with the  
 said C. D. his heirs and assigns, and every of them,  
 by these presents, in manner and form following,  
 that is to say; That he the said A. B. at the time of  
 the enfealing and delivery of these presents, is, and  
 until a good, pure, perfect, and absolute estate of In-  
 heritance, of all and singular the before granted pre-  
 mises, and every part thereof shall be fully vested,  
 settled and executed, in and upon the said C. D. and  
 his heirs, according to the true meaning of these  
 presents, shall remain, continue, and be seized of,  
 and in the said Messuage or Tenement, and all and  
 singular

singular other the premises, in and by these presents  
 granted, bargained and sold, with all and every their  
 rights, members and appurtenances, of a good, pure,  
 perfect, and absolute estate of inheritance in Fee-  
 simple, without any condition, reversion, remainder  
 or limitation of any use or uses, estate or estates, in  
 or to any person or persons whatsoever, to alter,  
 change, defeat, determine or make void the same.  
 And that the said A. B. at the time of the enfealing  
 and delivery of these presents, hath full power, good  
 right, and lawful authority, to grant, bargain, sell,  
 and convey all and singular the before hereby grant-  
 ed or mentioned to be granted premises, with their  
 and every of their appurtenances, unto the said C. D.  
 his heirs and assigns in manner and form aforesaid.  
 And that he the said C. D. his heirs and assigns  
 and every of them shall or may by force and vertue  
 of these presents, from time to time and at all times  
 for ever hereafter, lawfully, peaceably and quietly,  
 have, hold, use, occupy, possess and enjoy the said  
 Messuage or Tenement, and all and singular the be-  
 fore granted premises, with their and every of  
 their rights, members and appurtenances; and have,  
 receive and take the rents, issues and profits thereof,  
 to his and their own proper use and behoof for ever,  
 without any lawful let, sute, trouble, denial, inter-  
 ruption, eviction or disturbance of the said A. B. his  
 heirs or assigns, or of any other person or persons  
 whatsoever, lawfully claiming by, from or under  
 him, them, or any of them, or by his or their  
 means, act, consent, title, interest, privity or  
 procurement. And that free and clear, and freely  
 and clearly acquitted, exonerated and discharged,  
 or otherwise from time to time, well and sufficiently  
 saved and kept harmlesse by the said A. B. his heirs,  
 executors or administrators, of and from all and all  
 manner

manner of former and other gifts, grants, bargains, sales, leases, mortgages, joyntures, dowers, title of dower, statute Merchant and of the staple recognizances, extents, judgements, executions, uses, entails, rents and arrerages of rents, forfeitures, fines, issues and amerciements, and of and from all and singular other titles, troubles, charges, demands and incumbrances whatsoever, had, made, committed, suffered, omitted or done by the said A. B. his heirs, or assigns, or by any other person or persons whatsoever, lawfully claiming by, from or under him, them or any of them, or by, from or under his or their means, acts, consent, title, interest, privy or procurement ( the rents and services which from henceforth from time to time, for or in respect of the premises, which shall grow due and payable to the chief Lord or Lords of the fee or fees of the premises only excepted and foreprized. ) And further, the said A. B. for himself, his heirs, executors and administrators, doth, &c. that he the said A. B. his heirs and assigns, and all and every other person and persons, and their heirs lawfully having or claiming, or rightfully pretending to have, or which hereafter shall or may lawfully have or claim, or rightfully pretend to have any estate, right, title, interest or demand, into or out of the premises, or any part or parcel of them, by, from or under the said A. B. his heirs or assigns, shall and will from time to time, and at all times, for and during the space of seven years next ensuing the date of these presents, at and upon the reasonable request, and at the costs and charges in the Law of the said C. D. his heirs or assigns, make, do, perform, acknowledge, levy, execute and suffer, or cause to be made, done, performed, knowledge, levied, executed and suffered all and every such further lawful and reasonable act and acts, thing

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and

and things, device and devices, assurance and assurances, and conveyances in the Law whatsoever, for the further, better and more perfect assurance, surety sure-making and conveying of all and singular the before hereby granted, or mentioned to be granted premises, with their and every of their rights, members, and appurtenances, unto the said CD his, &c. be it by fine or fines, feoffment or feoffments, deed or deeds, enrolled or not enrolled, the enrolment of these presents, recovery or recoveries, with single or double Voucher or Vouchers, release or confirmation, or by all and every or any the wayes or means aforesaid, or by any other wayes or means whatsoever, as by the said CD his, &c. or by his or their Council learned in the laws, shall be reasonably devised, or advised or required, so as the said AB his, &c. or such other person or persons who shall be required to make such further assurance, be not compelled or compellable to travel further then the Cities of London and Westminster, or either of them, in or about the making thereof. And lastly, it is covenanted, granted, concluded, condescended unto, and fully agreed upon, by and between the said parties to these presents, for them, their heirs and assigns by these presents, that all fines, feoffments, recoveries and assurances in the Law whatsoever, had, made, levied, knowledged, suffered or done, or hereafter to be had, made, knowledged, suffered, levied or done, by or between the said parties to these presents, or any of them, of, for, touching or concerning the said Messuage or Tenements, and all and singular other the before hereby granted premises, with their rights, members and appurtenances, and every or any part thereof, shall be and enure, and shall be construed, esteemed, adjudged and taken to be and enure, to the onely proper use and behoof of the said CD his,

&c. for ever, and to none other use, intent or purpose whatsoever. In witness, &c.

*A Conveyance of a Mannor and Lands, in consideration of a Marriage, &c.*

**T**His Indenture made, &c. between I. M. of, &c. of the one part, and E. F. of, &c. and G. M. of, &c. of the other part, Witnesseth: That for the preferment and advancement of P. M. natural sonne of him the said I. M. and of the heirs males of the said P. M. for and in consideration of the great fatherly love and natural affection, which he the said I. M. beareth to the said P. M. his sonne, and to the intent and purpose that the Mannor, Lands and Tenements hereafter mentioned, shall and may be and continue in the stock, blood and kindred of the said I. M. and for and in consideration of a Marriage by Gods permission shortly to be had and solemnized between the said P. M. and one F. daughter of E. T. of, &c. and for divers other good causes and considerations, him the said I. M. especially moving, it is concluded, covenanted, granted and agreed by and between the said parties to these presents; And the said I. M. on his part, for himself, his heirs, executors and administrators, doth by these presents covenant and grant, to and with the said E. F. and G. M. and either of them, and the executors and administrators of them, and either of them, that for the considerations aforesaid, he the said I. M. and his heirs, and all and every other person and persons now standing or being seized, or that hereafter shall stand and be seized of, and in all that the Mannor of S. in the Countie of Berw with all and singular the rights, members and appurtenances thereof, and of and in all & singular Messuages, Tenements, Houses, Build-  
 ings,



ings, Orchards, Lands, Meadows, Leasowes, Pastures, Feedings, Commons, Mills, Woods, Underwoods, Advowsons, Reversions, Rents, Services, Wages, Estraies, Royalties, Liberties, Priviledges, Jurisdictions, Hereditaments, and all other the rights, members and appurtenances whatsoever, to the said Manor or Lands incident, belonging or in any wise appertaining, or accepted, reputed, taken or known, or occupied, demised or letten as part, parcel or member thereof, shall from thenceforth stand and be seized of and in the same Mannor, Lands, Tenements, Hereditaments, and all other the premises, and of and in every part and parcel thereof, with the appurtenances, to the uses, intents and purposes hereafter in the presents mentioned and expressed, and to none other use, intent or purpose whatsoever: That is to say, unto and for the use of the said I. M. until the said marriage shall be had and solemnized between the said P. M. and F. and immediately from and after the said marriage so had, to the use of the said P. M. and F. and of the heirs males of the said P. M. on the body of the said F. lawfully begotten: and for default of such heirs males, to the use of the right heirs of the said I. M. for ever. And further, the said I. M. doth by these presents covenant and grant for him, his heirs, executors, administrators and assigns, and every of them, to and with the said E. F. and C. M. and either of them, their heirs, executors, administrators and assigns, in manner and form following: That is to say, That the said Manor, Lands, Tenements and Hereditaments, and all other the premisses, with their appurtenances, now are and be, and at all times hereafter, and from time to time, shall and may continue, remain and be clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmless, by

the said I. M. his heirs, executors, &c. or by some or one of them, at his or their own proper costs and charges, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, joyntures, dowers, titles of dower, uses, wills, entails, rents, charge-rents, seek-arriages of rents, titles, recognizances, statutes Merchant and of the staple, and of and from all other charges, incumbrances and demands whatsoever had, made, committed or done by the said I. M. or by his heirs or assigns, or by any other person or persons, or by his or their assent, consent, means, privity or procurement: The rents and services which from thenceforth shall grow due to the chief Lord or Lords of the Fee or Fees of the premises, and all lawful leases or grants, heretofore made or granted of the premises, or of any part thereof, which shall not continue above four years, or thereabouts, next after the date hereof, whereupon several yearly rents are reserved, amounting in the whole to, &c. which shall be yearly payable to the said P. M. and F. and the heirs males, of the said P. M. for and during the continuance of the said Leases, and Grants, only excepted and fore-prized. And that the said Mannor and other the premises, at the end and determination of the said Leases & Grants, shall remain, and from thenceforth shall and may continue and be unto the said P. M. and F. and the heirs males of the said P. M. of the clear yearly value of, &c. or thereabouts. And moreover, that he the said I. M. his heirs, &c. shall and will at this time, and from time to time, during the space of one whole year next after the said marriage had and solemnized, when, as often as he or they or any of them, shall be thereunto reasonably required by the said E. F. and C. H. or either of them, their heirs or assigns, or any of them, do, make, knowledge, levy and execute or cause and suffer

suffer to be made, done, knowledged, levied and executed, all and every such further act and acts, thing and things, device and devices, assurance and assurances in the Law whatsoever, be it by Deed or Deeds, inrolled or not inrolled, fine, with proclamation, seoffment, recovery, with voucher and vouchers, release or confirmation with warranty, against the said I M and his heirs, or otherwise, or without warranty, or by all or so many of the ways, means and devices aforesaid, or by any other ways or means whatsoever; as by the said E F or G H. or either of them, their heirs or assigns, or by their or any of their Council learned in the Law, shall be reasonably devised or advised and required, at the costs and charges only in the Law of the said P M for the further, better and more perfect assurance, surety, sure-making and conveying of the said Mannors, Lands, Tenements and Hereditaments, and all and singular other the premises, with the appurtenances, in and by these presents mentioned and intended to be conveyed and assured, in manner and form above in these presents declared, and every part and parcel thereof, unto the said E F and G H to the uses, intents and purposes above in these presents mentioned, and to no other uses, intents or purposes whatsoever. In witness, &c.

*An assurance of a Joynture made before Marriage, with special Covenants concerning Children by a former Husband.*

**T**His Indenture made, &c. between R L of, &c. of the one part, and A B and I G of, &c. of the other part, Witnesseth, that in consideration of a Marriage shortly to be had and solemnized between the said R L and A H late Wife of, &c. deceased, for the future good and advancement of the said A H and

and in testimony of the singular good will and affection which he the said R L hath and beareth to the said A Hand for divers other good and weighty considerations him the said R L thereunto especially moving, it is covenanted, granted, concluded and fully agreed upon by and between the said parties to these presents in manner and form following: That is to say: And the said R L for himself, his heirs, executors and administrators, and every of them, doth covenant, promise and grant to and with the said A B and I G and either of them, and the Executors, of them and either of them; by these presents, that he the said R L his heirs and assigns, shall and will from and after the Feast of Saint Bartholomew the Apostle, and from and after the said Marriage so had and solemnized, stand and be seized of and in all that the site or seat of the Rectory or Parsonage of East-Church, and of and in all Houses and buildings thereupon built, standing or being; And of and in one Field or Close of Pasture, with the appurtenances thereunto adjoining, containing together with the said site of the said Rectory, by estimation 40 acres, be it more or less: And of and in a parcel of ground called Harleys-Spring, containing by estimation one acre, &c. And of and in one Meadow containing by estimation forty acres, be it more or less: And of and in one piece of ground called Reeds Meadow, containing by estimation 29 acres, be it more or less. And of and in one field called Frogs-field, containing by estimation 52 acres, be it more or less: And of and in one parcel of Land called Parsonage-Hill-field, containing by estimation 37 acres, be it more or less: And of and in all those Lands, Closes, Meadows, Feedings and Pastures, called or known by the name or names of Stone-pit and Stone-pike, containing in the whole by estimation 400 acres, be they

more or lesse : And of and in one other piece of land called Berconfield, containing by estimation 29 acres, be it more or lesse, and of and in one Cottage with one Rod of land thereunto belonging, or occupied with the same, in which Cottage or House, one R. D. did lately dwell : All which premises are situate, lying and being in E. aforesaid, and now are in the occupation of, &c. and of and in all other the lands, tenements, rents, reversions, Services and Hereditaments of the said R. L. in the said parish of E. in the said County of K. to the only use and behoof of the said R. L. and the said A. and of the heirs and assigns of the said R. L. for ever, for the joynture of the said A. if the said A. shall happen to survive and over-live the said R. L. And the said R. L. doth covenant and grant for himself, his heirs, executors, administrators and assigns, by these presents, to and with the said A. B. and I. G. and either of them, and the heirs, executors and administrators of them and either of them, in manner and form following, That is to say, That he the said R. L. his heirs, executors, administrators or assigns, shall and will at all time and times hereafter, and from time to time, sufficiently save and keep harmlesse and indemnified the said site, lands, Tenements and Hereditaments, and all other the premises, and every part and parcel thereof, of, and from all former and other bargains, sales, gifts, grants, leases, statutes Merchant and of the staple recognizances, &c. and of and from all other charges, troubles, and incumbrances whatsoever had, made, committed or done by the said R. L. or by any other person or persons whatsoever, by his means, title, consent or procurement (the rents and services from thenceforth to grow due to the chief Lord or Lords of the Fee or Fees of the premises, onely excepted and fore-prized) And that the said site, lands, tenements and other  
the

the premises, now be of the clear yearly value of 200l. over and above all charges and reprises. And further, that the said R. L. and all and every other person and persons, and his and their heirs, lawfully having, claiming, or rightfully pretending to have any estate, right, title, or interest, of, in or to the said site, Lands, Tenements, and all other the premises, or any part or parcel thereof, by or from the said R. L. shall and will from time to time, and at all times hereafter during the space of two years next ensuing the date hereof, further do, make, acknowledge and execute all and every such other reasonable act and acts, thing and things, devise and devises, assurance and assurances in the Law whatsoever, as by the said A. B. and I. G. or either of them, or the executors or assignes of either of them, or their or any of their Council learned in the Law, shall be reasonably devised or advised, and at the costs and charges of the said R. L. his heirs, executors or administrators, for the better and more perfect assuring and making sure of all and singular the premises to the said A. for term of her life onely in form aforesaid; so that there be not any other or further warranty therein comprized, than onely against the said R. L. and his heirs. And further it is covenanted, granted and agreed by and between the said parties to these presents, and the said R. L. doth covenant, &c. to and with, &c. that all feoffments, fines, conveyances and assurances to be had, made, knowledged, done, suffered or executed by the said R. L. during the life of the said A. H. shall be to the uses, intents and purposes aforesaid, and to none other, &c. And further, that she the said A. from and after the decease of the said R. L. during her natural life shall or may have, hold and quietly enjoy the said lands, tenements, rents, conversions, services, and all other the premises, without any lawful let, sure,

sure, troubles, eviction, interruption or disturbance of  
 the heirs and assigns of the said R L or of any other  
 person or persons whatsoever, lawfully claiming by,  
 from or under the said R L his, &c. And further it is  
 covenanted, &c. by and between the, &c. and the said  
 R L doth covenant, &c. in manner, &c. that he the  
 said R L his heirs, executors or administrators, shall  
 not at any time or times hereafter enter-meddle with,  
 have, receive or take the portion or portions, legacy or  
 legacies, sum or sums of money, pertaining or belong-  
 ing, given and bequeathed, due or to be due to W H  
 T H and I H the Children of the said, &c. or any of  
 them, or with the increase and profits thereof, or by  
 reason of the same arising, coming or growing, or  
 that shall hereafter arise, come or grow of the same,  
 or any part or parcel of the same increase, other then  
 such parcel thereof, as by covenant hereafter in these  
 presents expressed, is yearly to be paid unto the said  
 R L or his assigns, for and towards the charges of  
 bringing up the said children, but shall permit and  
 suffer the said I G to have the ordering and disposing  
 of the said increase and profits coming of the por-  
 tions aforesaid, for the benefit of the said children,  
 by the appointment of the said A; and that he the said  
 R L shall upon reasonable request, deliver or cause  
 to be delivered to the said J G all such Bonds and  
 Obligations, wherein any person or persons, are  
 or stand bound unto the said A, for, touching  
 and concerning the portions of the said children or  
 otherwise, as shall come to the hands and posses-  
 sion of the said R L, and make, seal and deliver to the  
 said I G such letter or letters of Attorney, for the  
 recovery of the sums of money contained in the same  
 Bonds and Obligations, or any of them, as by the  
 Council learned of the said I G shall be thought  
 meet and convenient, and by the said I G required,



for and to the use of the said Children; And that he the said R L shall not release or discharge the said Bonds or Obligations, or any of them, without the consent and agreement of the said I G, nor revoke or countermand the said Letter of ~~Attorney~~ : And that the said R L shall permit and suffer the said A and give his assent that she shall make a Will, and by the same to give and bequeath at her liberty and pleasure the sum of 500 l. and shall not countermand, or revoke the same; And that if it shall happen the said A to die, leaving the said R L, that he the said R L his Executors, Administrators or Assigns, shall well and truly content, &c. or cause, &c. the said Legacies or so much of them as shall not exceed the said sum of 500 l. within one year next after the decease of the said A at the Mansion-house of the said R L in T<sup>a</sup>foresaid; And further, it is covenanted, granted, &c. between the, &c. and the said I G for himself, his heirs, executors, administrators and assigns, doth covenant and grant, to and with the said R L his executors and administrators, in manner and form following; that is to say, that he the said I G or his assigns, shall yearly, from and after the said Marriage so had and solemnized as aforesaid, and during so long time as the said Children or any of them shall be at the finding and providing for of the said R L well and truly content, &c. or cause, &c. to the said R L or his assigns, for every of the said Children so being, &c. the yearly sum of, &c. at the Feasts of, &c. by even and equal portions out of the increase and profits of their respective portions, as aforesaid; and that he the said I G shal imploy and bestow the residue of the increase and profits, which shall come or grow of the said portions or stocks from time to time, in such sort and manner as the said A shall appoint, for the further benefit and condition of the said Children

dren ; and then he the said I. G. shall from time to time , when he shall be thereunto required by the said A. yield and make unto the said A. a just, true and perfect accompt of the said increase or profits, coming or arising of the portions aforesaid. In witness,&c.

*A Condition where one buyeth Lands, the seller is bound that the Land is free from incumbrances.*

**T**He Condition, &c. it hat whereas the within bounden A. B. hath bargained and sold unto the within named C. D. and his heirs for ever , all that his Messuage or dwelling house, lands, feedings, meadows, pastures, rents, profits and other hereditaments whatsoever thereunto belonging , with their appurtenances, set, lying and being in the Town and Field of, &c. in the County of, &c. If therefore the said Messuage or Dwelling-house, Lands, and all other the premises and every part and parcel thereof, at the day of the date within written, be clearly discharged of and from all and all manner of former and other gifts, grants, leases, bargains, sales, joynitures, dowers, rights and titles of dower, rents, arerages of rents, statutes Merchant and of the Staple, feoffments, annuities, &c. and of and from all other titles, charges, and incumbrances whatsoever, had, made, done committed or suffered , or to be had , made, done , committed or suffered by the said A. B. his heirs or assigns, or by any other person or persons, by his, their , or any of their means, act, title, consent, assent, or procurement (the rents and servcies which from the day of the date within written shall grow due to be paid and performed to the chief Lord or Lords of the Fee or Fees of the premises onely excepted) That then, &c. or else, &c.

*A Counter-condition to save harmeless from two several Obligations.*

**T**He Condition, &c. that whereas the above named W. H. at the special instance and request, and for the proper debt of the above bound W. C. together with the said W. and G. P. of, &c. by one Obligation of the date above written, is and standeth bound to R. W. of, &c. in the sum and penalty of, of lawful, &c. with Condition endorsed, for the true payment of, &c. of like money, at or in the, &c. on the, &c. next coming after the date of the said Obligation, as by the same Obligation and Condition thereof more at large appeareth. And whereas also the said W. H. at the like instance and request, and for the onely debt of the said W. C. together with the said W. and the said L. P. by one other Obligation bearing date the, &c. is and standeth bound to R. K. of, &c. in the sum and penalty of, &c. with Condition for the true payment of, &c. of like money at or in the, &c. on the, &c. next coming after the date of the said last mentioned Obligation, as by the same last recited Obligation and Condition more at large also appeareth. If therefore the said W. C. his executors, administrators or assigns, or any of them, do and shall truly pay or cause to be paid to the said R. W. his executors, administrators or assigns, the said sum of, &c. and to the said R. K. his executors, administrators or assigns, the said sum of, &c. on the several dayes and at several places above mentioned, according to the conditions of the said recited Obligations, and for the discharge and making void of the same obligation, without fraud or delay, That then this, &c. or else, &c.

*Another*

*Another Counter-condition.*

**T**He Condition of this Obligation is such, That whereas the above named GS at the request, and for the debt of the above bound R C together written, is and standeth bound to W C of, &c. in the sum and penalty of 26 pounds of lawful, &c. with Condition thereunder written, for the true payment of 13 pounds 6 shil. and 8 pence of like money, at or in the &c. in manner and form following, viz. on the 25 of December next coming after the date above written 46 shillings 8 pence thereof; on the 25 of March then, next ensuing 40 shil. more thereof; on the 24. of June then next following 40 shil. more thereof; on the 29 of September then next ensuing 40 shil. more thereof; on the 25 of December which shall be in the year of our Lord God 1630. 40 shil. more thereof; on the 25 of March then next ensuing 40 shil. more thereof; and on the 24 of June then next following 20 shil. residue of the said sum of, &c. as by the said Obligation and condition more at large appeareth. If therefore the said R. his executors, administrators or assigns, or any of them, do well and truly pay, or cause to be paid unto the said WC his executors, administrators or assigns, the said sum of 13 pounds 6 shil. 8 pence of lawful money of England, at or in the place above mentioned, in such manner as the same is above expressed, and limited to be paid, for the discharge and making void of the said recited Obligation, without fraud or further delay, that then this Obligation be void and of none effect, but if default shall be made in any of the said payments, in part or in all, then this Obligation to stand and abide in full power, strength and vertue.

*A Condition for a Brewers-Clerk.*

**T**He Condition of, &c. That whereas the within named I D hath before the day of the date within written, entertained into his service, the within bound, I H to serve in the room, place or office of a Dray-Clerk or Beer-Clerk; If therefore the said I H doth and shall during the time of his service in the said office or place carefully and diligently use and imploy himself, and his best endeavours in the said room or office, and do once in every week weekly during the continuance of his service in the said office, make and give to the said I D his executors or assigns, a true just and perfect accompt in writing, at the Messuage or Beer-house of him the said I D situate, &c. of all such Beer, goods and money of the said I D as by any wayes or means shall come to the hands, charge, custody or possession of the said I H. And likewise do from week to week, upon every Munday weekly, during the said term, at the place aforesaid, content and pay unto the said I D his Executors or Assigns, all such sum and sums of money as the said I H shall have received of any person or persons whatsoever, due or any wise belonging unto the said I D his executors or assigns: And further, if the said I H do not deliver or trust to any Customer or Customers, or any other person or persons now not seryed by the said I D above four barrells of Beer at the most, before such time as he shall have made the said I D acquainted therewith: and of what estate and condition, all and every such new Customers are of, and also shall have the consent of him the said I D thereunto; and further if the said I H do not depart from the service of him the said I D  
his

his executors, administrators or assigns, before such payment and satisfaction shall be made by him the said I. H. unto the said I. D. his executors, administrators or assigns, of all such goods, arrerages, debts, sum and sums of money, as he the said I. H. shall be found to be indebted unto the said I. D. his executors or assigns or any of them: and if in case it shall happen the said I. H. to dye or depart this life during the continuance of the said office or place of Beer-Clerk to the said I. D. his executors or assigns, Then if the executors, administrators, or assigns of the said I. H. do or shall (within one moneth next ensuing after the decease of the said I. H.) well and truly satisfie and pay, or cause to be satisfied and paid unto the said I. D. his executors, administrators or assigns, at the said Brew-house, all such arrerages, debts, sum and sums of money as the said I. H. shall be found to be indebted and to owe unto the said I. D. his executors or assigns, or any of them, at the time of such decease of him the said I. H. without fraud or coven, That then this, &c. or else to, &c.

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F I N I S.

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THE  
Second Part  
Of the YOUNG  
CLERKS GUIDE:

Or, a second  
COLLECTION  
Of Choice  
*English Presidents*

For Indentures of Settle-  
ments, Letters of Licence and  
Composition, Assignments, Let-  
ters of Attorney, Conditions, Ob-  
ligations in *English*, and  
sundry others.

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Compiled by Sir R. H.

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And perused by a judicious Practiser,  
very useful and necessary for all.

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LONDON, Printed for Humphrey Tuckey at the  
black spread Eagle in Fleet-street over a-  
gainst St. Dunstons Church. 1659.

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THE  
Second Part

OF THE YOUNG  
CLERKS GUIDE

OF A SECOND  
COLLECTION  
OF CHOICE

English Proverbs

For Indemnities of Scrib-  
ments, Letters of Licence and  
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LONDON, Printed for the Author, T. W. at the  
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gainst St. Dunstons Church. 1677.



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A 3

whereof

## The Table.

whereof being to T. S. &c. is directed by the said Deed, wherein are comprized necessary Covenants.

40

An Indenture wherein W. K. being seized of Lands, &c. in fee-tail with remainders, dieth, having three daughters, who as co-heirs enter, and one of the co-heirs and her husband, for the better conveyance of his wifes part to I. F. and his heires, suffer a recovery, and by the said deed, together with the tenant of the free-hold, and the Recoverers direct the use of the same.

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tycon

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**A** Condition to pay a debt when it shall be received.



*A Deed of Joynture, whereby Tho. N. in consideration of a Marriage intended, between Tho. his Son, and Sara Mer. granteth and infeofeth Lands to friends in trust under a Proviso, to be void upon Assurance of other Lands by Iohn N. Heir of Thomas the Father of as good value, and to the like uses.*



His Indenture made the first day of June, in the year of our Lord God according to the computation used in England, 1651 between T. N. of, &c. of the one part, and J. J. H. E. and S. R. of the other part, witnesseth: That the said T. N. for and in consideration of a marriage already agreed upon, and shortly by Gods grace to be had and solemnized between T. N. second son of the said T. N. and Sara M. single woman, daughter of M. N. late of, &c. deceased, and for the love and affection which he beareth to his said son, and for a competent Joynture to be had and provided to and for the said Sara, and for provision of maintenance for her, and for settling the inheritance of the Lands and Tenements herein after mentioned to such use and uses, and upon such trusts and confidence, as are herein declared, limited or expressed, and for divers other good considerations him moving, hath granted infeofed, released and confirmed, and by &c. unto  
B the

the said J J H and R and to their heirs and assigns for ever, all that Messuage or Tenement, with the appurtenances, situate, &c. and one yard land, Meadow, or Pasture to the said Messuage or Tenement belonging, that is to say, one Close, &c. and also all houses, edifices, buildings, barns, stables, orchards; gardens, back-sides, courts, void grounds, lands, meadows, leasowes, feedings, pastures, commons, woods, under-woods, trees, hedges, rows, wayes, waters, ponds, pools, fishings, fishing-places, profits, commodities, hereditaments and appurtenances whatsoever, to the said messuage, tenement, yard-land and premises, or any part or parcel thereof, now, or at any time heretofore belonging or appertaining, and all rents, reversion, remainders, and services of the said premises, and every part thereof, to have and to hold the said messuage or tenement, and all and singular other the premises before mentioned, meant, or intended to be granted, inclosed and confirmed, and every part and parcel thereof, with the appurtenances to the said J J, H E and S R, to their heirs and assigns for ever, to the only uses, intents and purposes, hereafter in these presents limited, expressed and declared, and to none other use, intent or purpose (that is to say) to the use and behoof of the said J J, H E and R S and of their heirs, untill the solemnization of the said marriage, between the said T N the son, and Sara the M. and from and after the solemnization of the said marriage to the use and behoof of the said J J, H E and S R and of their heirs, for and during the natural life of the said Sara, and from and after the decease to the use and behoof of the said T N her Son, for and during the term of his natural life, and from and after the death of the said Sara M and T N to the use and behoof of the heirs of the body of the said Sara M by the said

T N the son, begotten and to be begotten, and for default of such heirs, to the use and behoof of the said T N the son, and of the heirs of his body, and for default of such heirs, to the use of the said T N the father, and of his heirs and assigns for ever; and the said T N the father, for himself, his heirs, executors and administrators, and every of them doth covenant, promise and grant, to and with the said J J, H E and S R and every of them, their and every of their heirs and assigns by these presents, that he the said T N the father, at the time of the enfealing and delivery thereof, is the true and lawful owner of the Messuage, tenement, and premises, and every part thereof, and of and in the same and every part and parcel lawfully and rightfully seised of a good estate of inheritance in fee-simple; and also that he the said T N the father, at the time of the enfealing and delivery hereof, hath full power, good right, and lawful authority, to grant, convey and assure the said premises, and every part thereof to the said J J, H E and S R their heirs and assigns in manner and form aforesaid, according to the true intent and meaning thereof: and that the said Messuage, tenement and premises, and every part and parcel thereof, with the appurtenances now be and are, and so from time to time, and at all times hereafter for ever shall or may be, remain and continue unto the uses, intents, and purposes aforesaid, and according to the true intent and meaning hereof, clearly acquitted and discharged of and from all and all manner of former and other bargains, sales, gifts, grants, mortgages, joyntures, statutes, recognizances, and of and from all other charges, troubles, and incumbrances whatsoever made, done, committed or suffered to be done by the said T N the father, or by any other

persons whatsoever, except one Indenture of Lease bearing date, &c. made and granted of the premises by T. H. to the said N H and M his wife, and to M their daughter for term of their lives, successively one after another, at and under the yearly rent of fourty shillings of lawful money of England, quarterly to be paid by even portions, and also except one other lease or Indenture, bearing date, &c. made and granted of the said premises by the said T N the father of G M. &c. for one thousand years, with a proviso, to be void upon payment made of certain sums of money, at certain times therein mentioned, whereof onely one day is past, and the money then due is paid, and without any lets interruption, challenge, claim, disturbance, or incumbrance, of or by him the said T N the father, or his heirs, and without any lawful let or interruptions challenge, claim, disturbance or incumbrance, of or by him the said T N or any other person or persons, claiming or to claim, by or under him, or his estate, right, title, or interest, except such as shall or may claim by or under the leases before excepted or either of them, and for the term thereby granted onely: and the said T N the Father doth further for himself, his heirs, executors, and administrators, covenant, promise and grant, to and with the said J J, H E and S R and every of them, their heirs and assigns by these presents, that he the said T N the father and his heirs, and all and every other person and persons, lawfully claiming, or to claim under him (except such as shall or may claim under the leases before excepted) shall and will to time, and at all times hereafter upon ble request, and at the costs and charges of the said J J, H E and S R or any of heirs, or assigns, make, do, and execute or acts, things, and assurances, for the  
fur

further and better assuring of the said premises, and every part thereof, to the uses, intents and purposes aforesaid, as by them the said JJ, HE, SR or any of them, their heirs and assigns, shall be in that behalf reasonably devised or advised and required, and that all fines and other assurances, at any time hereafter to be had, levied or executed of the premises, or any part thereof, shall be, and shall be deemed, adjudged and taken to be, to and for the uses, intents and purposes in these presents mentioned, limited and declared, and it is expressed and declared by all the said parties, that the said estate for the life of the said Sara, limited to the said JJ, HE, SR as aforesaid, is so limited upon special trust and confidence in them reposed, that they and every of them, their heirs and assigns respectively, to whose hands or custody any of the Rents, issues, or profits of the said premises shall come, during the life of the said Sara, shall from time to time pay, deliver, dispose, and imploy the same rents, issues and profits, and every part thereof, either to the said Sara her self, or to such other person or persons, use or uses, as she the said Sara shall by any writing under her hand from time to time, limit or appoint: provided always, and it is nevertheless covenanted and granted by and between the said Parties, that in case John N son and heir apparent of the said TN the father, shall within seven years next ensuing the date hereof, at his own proper cost and charges, well and sufficiently convey or assure, or cause to be conveyed and assured by good and sufficient ways and means in the law, to the said JJ, HE, SR and to their heirs, or to the Survivor or Survivors of them, and to his or their heirs, to and for, and upon the like uses, intents, trusts, confidences and purposes, as are before herein limited, expressed & declared, messuages, lands, & tenements, situate, lying, or being in, &c. and which shall

shall be of as much more clear yearly value, as the said Messuage, tenement and premises hereby mentioned, meant or intended to be granted, and of every part thereof shall be then worth, that then, from and after such conveyance and assurance, passed and perfected, the use and uses, trusts and confidences, herein before limited and expressed, shall cease, determine and end, and then and from thenceforth they the said J J, H E and S R and their heirs shall stand, and be seized of and in the said Messuage, tenement, and premises hereby mentioned, meant or intended to be granted, add of every part thereof to the use and behoof of him the said I N his heirs and assigns for ever, and to no other use, intent or purpose whatsoever, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

*A Charterparty of affreightment.*

**T**HIS Charterparty of affreightment indented, made the, &c. by R. H. and A. N. owners of the good ship called the H. of London, of the burthen of, &c. now riding in the River of Thames (whereof is Master under God I. P.) of the one part, and H S of the other part, witnesseth, that the said Owners have granted and letten to frieght to the said H. S. the aforesaid ship; and that the said H. S. hath hired her for a voyage to be made with her by Gods grace in manner and form following, viz. the said Owners covenant and grant by these presents, to and with the said H. S. his, &c. that the said ship, with the first and next good wind and weather, that God shall send after the first day of, &c. shall depart from the said River of Thames, and directly sail to B in the Realm of France, with such goods, wares and merchandizes as the



the said H S his Factor, or assignes, before the said Feast day of, &c. next coming shall think good to charge and lay in her, viz. so much as she may reasonably carry, and being arrived and come to the said Port of B or so nigh to the same as she safely and conveniently may come, shall there tarry by the space of thirty dayes next after her arrival, as well there to discharge and unlade such goods and merchandizes as shall be so freighted and lading in her as aforesaid, as also to receive her full lading of such goods, wares and merchandize, as the said H S his Factor or assignes shall think good, viz. as much as she may reasonably carry, within which time and days above limited and appointed, the said H S covenanteth and granteth by these presents to discharge and relade, or cause to be discharged and reladen the aforesaid ship in manner and form aforesaid. Which Ship so being able, the said Owners covenant and grant by these presents, that she shall with the first and next good winde and weather, next after that she shall be reladen, as aforesaid, depart and return from B aforesaid, and by Gods grace directly sail, and come to the Port of the City of London, or as nigh the same as she can safely come, where she shall tarry by the space of, &c. after her arrival there, to make her right discharge. And the said H S covenanteth, &c. within the space of, &c. next after the arrival of the said ship at the Port of the City of London, as well to receive, or cause to be received the ships lading, as also to content and pay or cause to be paid unto the said Owners, their executors or assigns the sum of, &c. for the freight and lading of the said ship, both outwards and homewards at the place of the right discharge of the said ship together with average, poynage and petty lodcnage, and all other duties due and accustomed according to the use of Eastern ships: And the said Owners covenant

and grant by these presents, to warrant and prepare the said ship, strong and stanch both above and beneath, and well and sufficiently tackled and apparelled with masts, sails and sail-yards, anchors, cable-ropes, cords, guns, powder, shot, and all other instruments, munition, artillery, furniture, tackling and apparel, necessary and convenient for such a ship, with an able Master, eleven men and a boy, which shall be ready at all times convenient, with the boat of the same ship, to serve the said H. S. his Factors and assigns, to and from land during this present voyage afore mentioned. And to the observing of all and singular the covenants, grants, articles, deliveries, receipts, and agreements, and all other things above rehearsed, which on the part and behalf of the said Owners are to be observed and kept in form afore said, the said Owners binde them, and either of them, their executors, goods, and especially the same ship with his freight, tackle, and apparel, to the said H. S. his, &c. in the penalty, of, &c. well and truly by these presents to be paid. And likewise to the observing of all and singular the covenants, grants, articles, deliveries, receipts, payments and agreements, and all other things above rehearsed, which on the part and behalf of the said H. S. are to be observed and kept in form afore said, the said H. S. bindeth himself, his executors, and goods, whatsoever they be, and wheresoever they may be found, to the said Owners and their executors, in the penalty of, &c. well and truly to be paid by these presents, In witness, &c.

*A transport of goods in a ship.*

**T**O all, &c. I A. P. of, &c. send greeting, &c. Whereas I the said A. P. in the month of, &c. last past, did lade in the port of London of my own proper goods

goods, and for my own proper use and accompt in-  
 to and aboard the good ship called, &c. wherein one  
 T. C. was then Master, for and during her then inten-  
 ded voyage, so much, &c. to the intent and pur-  
 pose, that all the aforesaid kerfies and cloaths, should  
 be transported for and in trade of merchandize, in  
 and with the said ship (amongst other her lading)  
 in her voyage then intended to be made to Constan-  
 tinople, and other place beyond the seas, and within  
 the streights of Gibraltar, and to return again into  
 the port of London. Now knew ye, that I the said  
 A. P. for and in consideration of the sum, of, &c.  
 by F. L. of, &c. to me paid, whereof I acknowledge the  
 receipt by these presents: Have given, granted, alie-  
 ned, bargained, sold, transferred, assigned and set over,  
 and by these presents do absolutely give, grant, alien,  
 bargain, sell, transfer, assign and set over unto the said  
 F. L. as well all and every the said kerfies and cloathes  
 aforesaid, which are laden into the said ship, for  
 the use, accompt, or behoof of me the said A. P. as a-  
 fore is mentioned; As also all and every such adven-  
 ture and adventures, summe and summes of money,  
 goods, wares, merchandize, and encrease whatsoever,  
 which is or shall be returned, had, gained or gotten;  
 by reason or in respect of the said kerfies and cloathes  
 so laden outward as aforesaid, or for or in respect of  
 any part or parcel thereof in any manner of wise, to  
 have, hold, take, receive and enjoy all the payments  
 aforementioned, to be hereby given, granted, aliened,  
 bargained, sold, transferred, assigned and set over;  
 and every part and parcel thereof to the said, &c. to  
 his and to their own proper use and uses, to his and  
 their own proper goods, from henceforth freely for  
 ever, and to the intent and purpose that the said  
 F. L. his, &c. may the better have, receive and enjoy  
 all the goods, merchandizes, and premises a-  
 fore-

fore hereby granted, bargained, sold, assigned and set over, and every part thereof, according to the true meaning and purport of these presents, I the said A P do hereby make, authorize and appoint him the said, &c. my true and lawful Atturney irrevocable in my name and stead, but to his own use, to do, execute, &c. all and every act, matter and thing whatsoever, touching or concerning the premises, or any part thereof, in as ample manner, &c. giving and by these presents granting, &c. and I do hereby covenant, &c. to ratifie all and whatsoever, &c. covenants for quiet enjoying, without any let, reclaim, &c. and to do any further act, &c. but the said F L to abide the hazard at Sea. In witness, &c.

*A Deed of gift in consideration of the discharging of Debts.*

**T**O all, &c. I J W of, &c. send greeting. Whereas I am indebted, and do owe unto divers persons divers summes of money; which I cannot satisfie or make payment of, as my said Creditors do desire, by reason many debts are owing unto me; And whereas my loving friends, &c. have undertaken to give satisfaction to my said Creditors, for my said debts owing as aforesaid: Know ye, that I the said I W for and towards the indemnity and saving harmless them the said, &c. for and concerning the payment of the said debts, have given and granted, and by these presents do, &c. unto the said, &c. all and every such summe and summes of money, goods, chattels and debts, as I now have and am possessed of, and which are due, owing, or payable unto me in the hands or custody of any person or persons whatsoever, mentioned in a Scedule or inventory to these presents annexed; To have, hold, receive,

receive, take and enjoy the said goods, chattels, credits, debts, sum and sums of money, unto the said, &c. their executors and administrators, to their and every of their use and uses, and as their and every of their own proper goods for ever, absolutely, without any reclaim, challenge or contradiction of any person or persons whatsoever. And I have set and put the said, &c. in full and peaceable possession of all and every the premises, by the delivery unto them of a piece of money, called six pence fixed in the seal hereof. And for the better recovery of the said debts, I the said I W have made, ordained and authorized, and by these presents constitute and appoint the said, &c. and every of them to be my true and lawful Attorney irrevocable in the name of me, my, &c. but to and for, &c. to ask, sue for, levy, recover and receive all and every such goods, chattels, credits, debts, sum and sums of money as are in these presents, and in the said Scedule specified; And all and every the debtor and debtors, detainer and detainers thereof, or of any part thereof, to sue, implead and prosecute by due course of Law in any Court of record or equity: Giving, and by these presents granting, &c. my full power, strength, &c. (as in a Letter of Art) A covenant for allowing and justifying all actions, &c. without any non-suit, retraxit, or other act or thing, or without any accompt, &c. and to make further letters of Art and assurance for the recovery of the premises; to the true performance whereof I bind me, my, &c. to the said his, &c. in the sum of, &c. firmly by these presents. In witness, &c.

*A Deed of gifts of goods of Warranty.*

**T**O all,&c. I A. B.&c. send greeting. Know ye that I the said A. B. being of good and perfect mind, and without fraud or deceit, for divers good causes and considerations me hereunto moving, have given, granted and confirmed, and by these presents do give, grant and confirm unto, &c. All and singular my goods, chattels, implements, debts, bills, bonds, specialties, necessities, summes of money, and other things whatsoever, as well moveable, as immoveable, of what nature, kind or quality soever they be, and in whose hands, custody, possession, governance or keeping, or whatsoever place or places they be or may be found, as well on this side as beyond the Seas. To have and to hold, levy, perceive, use, receive and enjoy all and singular the said goods, chattels, implements, credits, debts, specialities, sums of money, and all other the premises, with all and singular their appurtenances unto the said C. D. his,&c. to the onely proper use and behoof of the said C. D. his, &c. for ever. Freely, peaceably, quietly, without any manner of reclaim, challenge, or contradiction of me the said A. B. my,&c. or of any other person or persons, by any means, title, or procurement in any manner or wise, and without any account, reckoning, or answer therefore to me, or any in my name, to be given, rendred, or done in time to come. So that neither I the said A. B. my,&c. nor any other person or persons by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claim, challenge or demand in or to the premises, or any part thereof, any interest, right, title, use or possession, but from all action of right, title, claim, interest, use,

use, possession and demand thereof, we and every of us to be utterly excluded, and for ever debarred by these presents. And I the said A. B. my, &c. all the said goods, chattels and other things above mentioned, with their appurtenances unto the said C. D. his, &c. to the use abovesaid, against all people will warrant, and defend by these presents, of which said goods, chattels and other things I the said A. B. have put the said C. D. in peaceable possession, by the delivery of six pence, which I have paid and delivered to the said C. D. the day of the date hereof. In witness, &c.

*A Deed of Gift.*

**T**O all, &c. I A. B. &c. send greeting, &c. Know ye that I the said A. B. for the love, good will and affection, which I have and bear towards my loving friend C. D. of, &c. have given and granted, and by these presents do freely, clearly and absolutely give and grant unto the said C. D. his, &c. all and singular my goods, wares, household-stuff, plate, jewels, ready money, leases, chattels, implements, and all other things alive or dead whatsoever, as well moveable as immoveable, both real and personal, whatsoever they be, and in whose hands, custody or possession soever the same or any of them, or any part thereof can or may be found remaining and being, as well in the messuage or tenement with the appurtenances, wherein I do dwell, as in any other place or house whatsoever within the, &c. To have and to hold all the said goods, chattels, household-stuff, implements, and all other the premises unto the said his, &c. from henceforth, to his and their own proper use, and as his and their own proper goods, for ever absolutely without any manner of condition, &c. And I the said  
A B



A. B. have set and put, &c. In witnesse, &c.

*Nota.*

If a Deed of gift be made of money owing to the donor, let there be a Letter of Attourney comprehended therein.

If the Deed be made of good chattels in consideration of a debt, let there be a covenant in the same Deed, that the Donor shall permit the Donee to come into the house, or any other place where the goods be, quietly and peaceably to receive and carry away the same to the use of the Donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed, that the same goods and chattels shall not be wasted, and that they are free from any former gifts, or incumbrances at the enfealing, by a penny fixed in the seal, or some part of the said goods. But assurance for debt of goods and chattels is best to be done by bargain and sale, indented with an Inventory.

*A Covenant that the Lessor shall seal a new Lease, and in the interim the Lessee to enjoy, though the old Lease be surrendered.*

**T**O all, &c. I B. H. send greeting. Whereas I M at the request of me the said B. H. and for the consideration hereafter specified, hath granted and surrendered by his Writing, bearing date with these presents, one Indenture of Lease bearing date the, &c. and all the right, interest, and term of years, which he the said I. M. now hath, or of right ought to have of, in and to, &c. in the said Indenture of Lease, specified by me the said B. H. unto him the said I M demised for the term of, &c. and for the rent of, &c. payable quarterly. Now know ye, that I the said B. H. for me, my executors and administrators do covenant

nant and grant to and with the said I M his, &c. and to and with every of them by these presents, that I the said B H my, &c. in consideration of the said surrender of the said Lease and premises, and for other good considerations me moving, shall and will at the cost and charges of me the said B H my, &c. at or before, &c. make, seal, and in due form of Law deliver unto the said I M his, &c. one other good and sufficient new Lease of the said, &c. for the remainder of the said term of, &c. then to come, for and upon such rent, covenants and conditions as are specified and contained in the Lease above recited, made by me the said B H unto the said I M. And that the said I M his, &c. shall and may in the mean time, until the said new Lease of the premises shall be by me unto him so made, sealed and delivered, as is aforesaid, peaceably and quietly have, hold and enjoy the said Messuage or tenement, shop and premises, with the appurtenances, and every part and parcel thereof, without any let, trouble or contradiction of me the said B H my, &c. or any other person or persons, claiming, or which shall or may claim any estate or interest in or to the premises, or any part thereof, by, from or under us, or any of us, in as large and ample manner and sort to all intents and purposes, as if the same Indenture of Lease had been in full force, and still remaining in the hands of him the said I M. In witness, &c.

*A Covenant not to commence any action or suit against a surety that stands bound.*

**T**O all, &c. Whereas I M and E F of, &c. by their obligation dated, &c. are and stand bound unto me the said I in the summe of, &c. conditioned for payment of, &c. or a day long sithence past

as by the same obligation and condition thereof more plainly appeareth, which said sum of, &c. or any part thereof, was not paid according to the condition of the said obligation, whereby the said obligation became forfeited. And whereas the said I in Easter term, in the year, &c. in the Court, &c. obtained judgement of, &c. together with, &c. costs against the said, &c. as by the Records of the said Court more plainly may appear: Now know ye that I the said, &c. for divers good causes and considerations me especially moving, am pleased and contented, and for me my, &c. do covenant, promise and grant to and with the said their, &c. That neither I the said, &c. my, &c. nor any of us, nor any other person or persons whatsoever, in the name of us, or any of us, shall at any time or times hereafter use, implead, molest, arrest, attach, imprison and condemn, or cause to be, &c. the said I M. his, &c. or any of them, for or upon the afore said obligation so forfeited as afore said, or by vertue of the said Judgement, or of any execution or elegit to be had or procured thereupon, or by any other ways or means whatsoever. In witness, &c.

*A Covenant to pay the Sheriff or his Bailiff for apprehending a man.*

**T**O all, &c. I T. O. of, &c. send greeting. Whereas, &c. doth owe and is indebted unto me the said, &c. in the sum of, &c. by bill or writing obligatory under his hand and seal, upon which bill I have commenced a suit at law; and thereupon had judgement, upon which I have taken out execution: And whereas M. F. Sheriff of, &c. or T. S. Bayliff of the weapentake or hundred of, &c. for the considerations here-under written and agreed upon, hath undertaken to do his best endeavor for the serving of the  
the

the said execution and by vertue thereof to apprehend the body of the said I. S. Now know ye that I the said T. O. for me, my, &c. do covenant, &c. That if the said M. F. or T. S. do serve the said execution upon the body of the said I. S. and him imprison and commit unto the Goale, whereupon he may remain charged with the said debts; or if upon serving the said execution the said I. S. do pay, &c. the said debt, or compound with me for the same, that then in any of the cases aforesaid, I the said, &c. shall and will forthwith pay the said M. F. or T. S. the summe of, &c. in consideration of the said businesse so to be performed, &c. In witness, &c.

*Covenants between two partners at the dissolution of their Co-partnership.*

**T**His Indenture made, &c. between T. H. C. and G. of London of th' one part, and W. I. C. and G. of London aforesaid, of the other part, witnesseth, that whereas the said T. and W. by their Indenture of Co-partnership bearing date, &c. for the consideration in the said Indenture specified, did condescend, conclude and agree to become and continue joynt-dealers and Co-partners together in the art and mystery of, &c. and in buying, selling, and uttering of, &c. and all other wares, commodities and merchandizes, belonging, or commonly used to and with the said trade, for the term of, &c. from the feast day of, &c. last past, &c. (if the said T. and G. should so long live; and unless they the said T. and W. should otherwise agree together, as by the said Indenture of Co-partnership, (whereunto relation being had) more at large, &c.) And whereas the said T. and W. by their mutual consents, free-will and agreement, and for very good causes and considerations them thereun-

removing, have thought good to dissolve and break off the Co-partnership, and from thenceforth to become no Co-partners together. Now this Indenture further witnesseth, that it is covenanted, concluded and fully agreed, by and between the said, &c. for, and concerning the premisses in manner and form following, viz. first the said W for, and in consideration of a certain summe of money to him, the said W in hands at the ensealing and delivery of these presents by the said T well and truly paid and delivered, for him, his, &c. doth covenant and grant, &c. by these presents to assign and set over, remise and release unto the said T his, &c. all and every such part, portion and share as he the said W his, &c. hath, may, might or ought to have of, in and to all and singular the goods, chattels, household-stuff, wares, merchandizes, debts, obligations, specialties, bills obligatory, summe and summes of money, and other things whatsoever incident, or belonging to the said late Co-partnership, or joynt dealing in any manner of wise, and also his estate, interest, right and demand therein, or in or to any part thereof, together with all such benefit and commodity as he the said W his, &c. might or ought to have had, taken or received, upon, for or by reason of the said bills, bonds, books, obligations or specialties belonging to the said Co-partnerships. And that it shall and may be lawful to and for the said T his, &c. to have, keep, receive and enjoy as well all and every the goods, chattels, household-stuff, wares and merchandizes belonging to the said late Co-partnership, as also all and every such debts, duties, summe and summes of money, as shall be had, received, obtained or gotten by vertue of the said books, bills, bonds, obligations or specialties or any of them, or of any suit, judgements, execution or proceffe thereupon to be commenced, pursued, had

had or taken, without the let, trouble or contradiction, or the unjust plea in bar arising from any act or thing heretofore done, or hereafter to be done, or willingly suffered by the said W his, &c. or any of them, and without any accompt or other thing to be therefore rendred, or yielded to the said W his, &c. or any of them. And further, that he the said W heretofore hath not received any summe or summes of money, belonging to the said late Co-partnership, (other than such as are already allowed upon accompt) nor hath released or discharged, nor that he, his executors or administrators shall or will hereafter receive, release discharge or make frustrate all or any of the said debts, duties, summe or summes of money, bonds, specialties, or demands, due or to be due, by vertue of the said bills, books, specialties, obligations, or agreements or any of them (other than such as are allowed upon accompt as aforesaid) without the consent or agreement of the said T H his, &c. first had and obtained in writing under his or their hands, nor voluntarily or willingly discontinue, disavow or suffer to be non-suited in, or make any *retraxit*, or otherwise discharge, hinder or delay any action, suit or plaint whatsoever, which he the said T H now hath, or at any time hereafter shall commence, prosecute or pursue in the name of the said W G his, &c. for the recovery or obtaining of the said debts, duties, summe or summes of money, or demands belonging to the said late joynt dealing, but that he the said W G his, &c. shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs of the said T H his, &c. justify, allow, maintain and avow all and every such action, suit, plaint and arrest, as he the said his, &c. shall commence, &c. for the recovering, levying, obtaining or getting of all or any

any the debts, &c. belonging to the said late Co-Partnership, ratifying, &c. all and every lawful act, matter and thing whatsoever, which he the said, his, &c. shall commence, prosecute, &c. for the recovering, &c. the said debts, duties, &c. or any of them. And lastly, that he the said T. H. his, &c. shall and will from time to time, and at all times hereafter well and sufficiently acquit and discharge, save and keep harmless the said W. his, &c. of and from all and all manner of troubles, damages, arrests, costs, charges and incumbrances whatsoever, which shall or may be taxed, urged or happen to be had, recovered or obtained against the said T. his, &c. for or by reason or means of any action, suit, &c. which the said T. H. now hath, or shall hereafter commence, &c. or cause to be commenced, &c. against any person or persons, for recovering, having or obtaining any of the said debts, duties or demands above specified, or for any the debts, duties, summe or sums of money or any thing whatsoever, touching the said late Co-partnership, now or which hereafter shall be due or payable to the said T. and W. or either of them or any person or persons whatsoever, or for or by reason of any debts now owing, or wares taken up upon credit by him the said T. his, &c. and not charged upon the said partible accompt, wherewith or whereby he the said W. G. his, &c. shall or may be charged or chargeable. In witnesse, &c.

*A Partition of debts, between one Co-partner and the Executor of the other, and to sue, &c.*

**T**His Indenture made, &c. Between R. E. Citizen, &c. and R. S. of London Gentleman, sonne and heir



heir apparent of W S late Citizen, &c. deceased  
 and executor of the last Will and Testament of the  
 said W S of the other part, witnesseth, that whereas  
 the said R E and W S in the life time of the said  
 W S for many years together, did deal and traffique  
 as joynt-Partners and Occupiers in the trade of, &c.  
 and other merchandizes, and in buying, selling,  
 and merchandizing, and by reason thereof divers  
 and sundry summes of money, by divers and sundry  
 persons, became due and payable to them joyntly as  
 debts, owing to the said R and W joyntly. And  
 whereas therefore the said R E and W S in the  
 life-time of the said W S by agreement between  
 them, divers debts due and owing between them, did  
 sever and part in such manner and form, as in and  
 by a certain pair of Indentures, bearing date the,  
 &c. (and certain Schedules thereunto annexed) made  
 between the said R E of th' one part, and the said R S  
 &c. is mentioned, and more plainly doth and may  
 appear, sithence which time divers and several of the  
 debts therein mentioned, have been received and  
 compounded for, as well by the said R E and W S  
 in the life-time of the said W as also the said, &c.  
 Executor of the said W sithence the decease of the  
 said W. And whereas also divers and sundry other  
 summes remaining then and yet unpaid, and  
 uncompounded for, for the better recovery where-  
 of, and for the continuing of peace and amity be-  
 tween them, they the said R E and R S  
 have equally divided those debts, yet remain-  
 ing unreceived or compounded for, as in and by  
 two several Schedules thereof made (th' one called  
 the first Schedule, wherein the debts, duties, summes  
 of mony and demands, yet unreceived, now allowed  
 and appointed to the said R S are contained and  
 mentioned, and the other called the second Schedule,

wherein the debts, duties, summes of money and demands, yet unreceived and now appointed to the said R. E. are likewise contained and mentioned, and hereunto annexed) more plainly it doth and may appear.

This Indenture now further witnesseth, that it is covenanted, granted, concluded and fully agreed between the said R. E. and R. S. for and concerning the premises in manner and form following, viz. first the said R. E. for him, his, &c. doth by these presents grant, assign and set over, remise and release unto him the said R. S. all and every the debts, obligations and bills obligatory, and several summes of money in the said Schedule annexed, unto this present Indenture called the first Schedule mentioned and expressed, & all his part, portion, interest, right and demand therein or thereof, with all such benefit and commodity, as the said R. E. his, &c. can or may lawfully take, receive or have upon or by reason of any the said obligations, bills, debts, duties or demands contained or mentioned in the said Schedule called the first Schedule allotted to the said R. S. And further the said R. E. doth by these presents for him, his, &c. constitute and in his place appoint the said R. S. during his life, and after the death of the said R. S. his Executors and Administrators, to be his lawful Attorney irrevocable, for and in the name of the said R. E. during his life, and after his decease, for and in the name of his, &c. to ask, take, &c. of all the debtors in the said Schedule, called the, &c. and annexed to this present Indenture mentioned, or any of them, or of the heirs, &c. all and every the summe and summes of money in the said Schedule, called the first Schedule mentioned or contained, and the said R. E. for him, his, &c. doth covenant and grant to and with the said R. S. his, &c. by these

these presents, that it shall and may be lawful to and for the said R. S. during the life of the said R. S. and to and for the Executors of the said R. S. after his decease, at the only costs and charges of the said R. S. his, &c. or some of them in the name of the said R. E. during his life and after his death, &c. to prosecute any actions, suits or plaints for the recovery of all or any the debts, duties or demands in the said Schedule annexed to this present Indenture, called, &c. contained or mentioned, against all or any of the debtors therein named, their, &c. and the same actions, suits and plaints, and every or any of them, at the like costs and charges of the said R. S. his, &c. without the let, trouble, contradiction, or the unjust plea in bar, arising from any act heretofore done by the said R. S. his, &c. to prosecute and pursue until judgement and execution thereupon shall be had and taken, and all such summe or summes of money, as shall upon or by reason of any such suit or suits, happen to be recovered, had, levied, or received, to take and keep to the only use and behoof of the said R. S. his, &c. without any account or other thing, to be therefore rendred or yielded to the said R. his, &c. or any of them, ratifying, &c. all and every action, act and thing, which the said R. his, &c. shall make, do, commit or execute, or cause, &c. in or about the premises, for or touching the recovery, or receiving of all or any the said debts, in the said Schedule mentioned. And the said R. E. his, &c. doth by these presents covenant, &c. to and with the said R. S. his, &c. that the said R. E. hath not heretofore released or discharged, nor that he, his, &c. shall or will release or discharge all or any the debts, duties summes of money or demands, in the Schedule, &c. without the consent or agreement of the said R. S. his, &c. first had and obtained

ed in writing under his or their hand, nor voluntarily or willingly discontinue, disavow, or be non-suited in, or make any retraction, or otherwise discharge, to hinder or delay any such action, suit or plaint, which the said R. E. his, &c. shall at any time hereafter commence, &c. in the name of the said R. S. for recovery or obtaining of all or any the said, &c. in the said Schedule, &c. mentioned. But that the said R. E. his, &c. shall and will from time to time, and at all times hereafter, justify, avow, &c. all and every such actions, suits, &c. which he the said R. S. his, &c. shall at any time hereafter commence or prosecute at the costs and charges of the said R. S. his, &c. against any person or persons, for recovery or obtaining of all or any the said debts, &c. in the said Schedule annexed to this present Indenture, called, &c. mentioned or expressed. Ratifying, &c. all and every matter and thing whatsoever, which the said R. S. his, &c. or any of them shall commence, make, do, execute or prosecute, for the receiving, recovering, levying, &c. the said debts, &c. or any of them. And the said R. S. for him, his, &c. and every of them in consideration of the premises, doth by these presents covenant and grant to and with the said R. E. his, &c. and every of them, that he the said R. S. his, &c. shall and will from time to time, and at all times hereafter sufficiently acquit, discharge and save harmlesse the said R. E. his, &c. and every of them of and from all manner of damages, troubles, suits, arrests, costs and charges whatsoever, which shall be taxed upon, or happen to be had, brought, recovered, or obtained against the said R. E. his, &c. goods, chattels or lands, for or by reason of any action, suit, plaint, proccesse, judgement, arrest or execution which the said R. S. his, &c. shall hereafter bring, commence, pursue or prosecute,  
or

or cause to be, &c. against any person or persons, in the said Schedule annexed to this present Indenture called the first Schedule named, contained or mentioned there, &c. for the recovering or obtaining of any the said debts, duties, &c. in the said Schedule mentioned. And the said R. S. for him, his, &c. doth further covenant, grant, assign, set over, remise and release unto the said R. E. all and every the debts, obligations and bills obligatory, and several summes of money, duties and demands in the said Schedule called, &c. annexed to this present Indenture allotted to the said R. S. contained and expressed, and all bills, bonds, obligatory writings and specialties whatsoever, touching or concerning the same or any of them, and all his part, portion, interest, or demand therein or thereunto, or of any part or parcel thereof, together with all such benefit and commodity as the said R. S. his, &c. can or may lawfully have, take, or receive, upon or by reason of any the said debts, duties or demands, contained or expressed in the said Schedule, &c. And that all and every the several summes of money in the said Schedule, &c. annexed to these presents, contained and expressed, shall be and remain fully and wholly to the said R. S. his, &c. without let, trouble or contradiction, or without any accompt, or other thing to be therefore rendred or yielded unto the said R. S. his, &c. or any of them. And the said R. S. doth by these presents further covenant, promise and grant, to and with the said R. S. his, &c. That neither the said W. S. in his life-time, nor the said R. S. sithence the time of his decease, nor either of them heretofore have not received, released or discharged, nor that he the said R. S. his, &c. shall or will receive, release or discharge all or any the said debts, duties, summe or summes of money or demands in the said Schedule,  
&c.

&c. contained and expresse, and allotted to the said R. E. for his part of the premises as aforesaid, without the consent of the said R. E. his, &c. thereunto first had and obtained in writing under his or their hands. Nor otherwise voluntarily or willingly discharge, hinder or delay any action, suit or plaint whatsoever, which the said R. E. his, &c. shall at any time hereafter commence, &c. for recovery or obtaining of all or any the said debts, &c. in the said Schedule, &c. mentioned: and whereas the debt-books, and other books, bills, bonds, obligations and specialties, wherein the debts, duties and demands before mentioned, or wherein and whereby any wares or merchandizes were sold, or delivered to the persons in the said Schedule named, are contained and expresse, are now in the hands and possession of the said R. S. therefore the said R. S. doth covenant for him, his, &c. to deliver the same to the said R. E. his, &c. upon demand, and shall and will likewise upon the like request at the place aforesaid, produce and shew forth to the said R. E. the said book called the debt book, and all other books, scores and writings, which remain in the hands, possession or custody of the said R. S. wherein the said debts, duties or demands, or any of them contained in the said Schedule, &c. are mentioned or expresse, or whereby or wherein any wares or merchandizes, touching or concerning the same, were sold or delivered to any the persons in the said Schedule, &c. whereby the said R. E. may have and take the view benefit and use thereof to be shewed or produced forth in any Court or Courts of Record, or elsewhere for the declaring, proving or recovering of all or any the said debts in the said Schedule, &c. or other occasions whatsoever without any let, &c. In witness, &c.

*A Conveyance from I T and El. his wife, (being Tenant in taylor) to R H and El. his wife, and the heirs and assigns of R H for ever.*

**T**His Indenture, &c. between I. T. of, &c. Gent. and *Elinor* his wife, Cousin and next heir of T. L. late of the City of, &c. Gent. deceased, without issue of his body (that is to say) the only daughter and heir of W. L. Gent. elder brother and heir of the said T. L. of the one part, and R. H. of, &c. and *El.* his wife of the other part, witnesseth, that they the said I. T. and *El.* his wife, as well for and in consideration of the sum of 210 l. of, &c. by the said R. H. unto them the said I. T. and *El.* his wife, at the enfealing and delivery of these presents well and truly in hand paid, the receipt whereof they the said I. T. and *El.* his wife, do hereby acknowledge, and thereof and of every part and parcel thereof, do fully, clearly, and absolutely acquit, exonerate, and discharge the said R. H. his heirs, Executors and Administrators, and every of them by these presents, have granted, aliened, bargained, sold and confirmed, and by these presents, &c. unto the said R. H. and *El.* his wife, all that one Messuage or tenement, &c. together also with all and singular the rooms, sellers, sollors, halls, parlours, chambers, houses, housings, vaults, pavements, courts, yards, easments, and other hereditaments, emoluments and appurtenances whatsoever, unto the said messuage or tenement and premisses, or any of them appurtenant, belonging or appertaining, or had, used, demised, occupied or enjoyed as part, parcel or member thereof, or as thereunto, or to any part thereof belonging or appertaining, and the reversion and reversions, remainder and remainders of them and every of them, and also they



they the said I. T. and El. his wife, for the consideration aforesaid, have granted, bargained and sold, and by, &c. unto the said R. H. his heirs and assigns, all and singular letters patents, exemplifications of fines and recoveries, chirographies of fines, charters, deeds, Indentures, counterpanes, writings, evidences, escripts and minuments whatsoever concerning only the premisses hereby mentioned, to be bargained and sold, or only any part thereof, and which now are in the hands, custody or possession of the said I. T. or of any other person or persons, by his delivery or appointment, or to his use, or to the use of the said El. his wife, and which he may have, obtain or come by, without suit in the Law, and also true copies of all such other Letters-patents, exemplifications of fines and recoveries, chirographies of fines, charters, deeds, Indentures, counterpanes, writings, evidences, escripts and minuments whatsoever, amongst other things concerning the premisses, or any part thereof, and which now are in the hands, custody or possession of the said I. T. or any other person or persons, by his delivery or appointment, or to his use, or which he may have, obtain or come by without suit in the law; all and singular which said letters-patents, exemplifications, chirographies, charters, deeds, indentures, counterpanes, writings, evidences, escripts, and minuments, so hereby bargained and sold by the said I. T. he the said I. T. doth hereby grant and agree to deliver, or cause to be delivered to the said R. H. his heirs or assigns, on this side the Feast of the Annunciation of the blessed Virgin Mary, now next coming, safe, uncanceled and undefaced, as now the same are, together with the said copies, the writings of the said copies to be paid for by the said R. H. at the receipt of the said copies, to have and to hold the said messuage or tenement and back-side, and all  
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2nd singular other the premises hereby mentioned, to be bargained and sold, and every of them, with their and every of their appurtenances, and the reversion & remainder of them and every of them, unto the said R. H. and *El.* his wife, and the heirs and assigns of the said R. H. to the only proper use and behoof of the said R. H. and *El.* his wife, and the heirs and assigns of the said R. H. for ever, without any mortgage, condition, redemption, use or limitation, to recall, alter, change, or determine the same, to be holden of the chief Lord or Lords of the fee or fees, whereof the premisses have been holden by the rents and services therefore due and of right accustomed. And the said I. T. for himself, his heirs, executors and administrators, doth covenant and grant to and with the said R. H. his heirs and assigns, and to and with every of them by these presents, that she the said *El.* his wife, is seized of the reversion of the said bargained premises of an estate to her and the heirs of her body lawfully begotten, immediately expectant upon an estate for the life of *Hellen Cl.* now wife of *Geo. Cl.* of, &c. Gent. with further remainder or reversion immediately expectant upon the said estate taile, to the right heirs of the said *El.* for ever (without any reversion or remainder of the same, or of any part thereof in our sovereign Lord the King, or otherwise) of the full absolute reversion, in fee-simple expectant, upon the said estate for life of the said *Hellen*: And the said I. T. for himself, his heirs, executors and Administrators, doth covenant and grant to and with the said R. H. his heirs and assigns, and to and with every of them by these presents, that they the said R. H. and *El.* his wife, and the heirs and assigns of the said R. H. and every of them, shall and may from time to time, and at all times hereafter, for ever, after the decease of the said *Hellen*, peaceably and quietly have

have, hold, occupy, possesse and enjoy the said messuage or Tenement, back-side and premisses, without the let, interruption, trouble, expulsion or eviction of the said IT and El. his wife, or either of them, or of their or either of their heirs, of their or either of their bodies, begotten or to be begotten, or any other heirs or heirs of them, or either of them, or of any heir or heirs of TL Gent. deceased and without any lawful let, trouble, interruption, expulsion or eviction of any other person or persons whatsoever now having or lawfully claiming to have, or which hereafter may have, or lawfully claim to have any manner of estate, right, title, interest, thing or demand, of, in, to, or out of the said bargained premises or any of them, by, for, from or under them, or any of them, or by, from or under the said Hellen, or by their or any of their means, consent or procurement (except such person and persons, which may lawfully claim under the leases and estates herein after excepted) and freed and discharged, or otherwise within convenient time, after reasonable request, well and sufficiently saved and kept harmlesse, and indemnified by the said IT his heirs, executors and administrators, or some or one of them, of and from all and all manner of former and other bargains, sales, gifts, grants, alienations, estates, leases, joyntures, dowers, uses, wills, entayles, rent, charges, rents-seck, and arrerages of all manner of rents, statutes merchant, and of the staple, recognizances, judgments, executions, fines, post-fines, and of and from all other titles, troubles, charges and incumbrances whatsoever heretofore had, made, done, committed, omitted, or wittingly or willingly suffered or procured, or hereafter to be had, made, done, committed, wittingly or willingly suffered or procured by the said IT and El. TL and H or either

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or any of them, their or either, or any of their heirs, or assigns, or by any other person or persons whatsoever, by their or any either of their means, assent, consent or procurement, one estate thereof heretofore made by the said T S and *Hellen* his late wife, by fine and other assurances to the use of the said T L and *Hellen*, and the heirs of the said T L and one lease made by the said *Hellen* and I T and *El.* his wife to R by Indenture bearing date *April 29* in the twelfth year, &c. and all the arrerages of rents, now accrued or to accrue, by reason of the same, and one other lease made by the said I T and *El.* to the said *Hellen* for one hundred years, for the better security of payment of 6 l. *per annum*, to the said *Hellen*, and her assigns, during her life only excepted, and fore-prized: and the said I T for himself, his executors and administrators doth covenant and grant, to and with the said R H and *El.* his wife, and the heirs and assigns of the said R H by these presents, that they the said I T and *El.* his wife, and either of them, and their and either of their heirs, and all and every other person and persons, now having or rightfully claiming to have, or which at any time hereafter shall or may lawfully claim to have any estate, right, title or interest, of, in or to the said premises, and every or any of them, by from or under the said I T and *El.* his wife, and T L or by, from or under either or any of them, other than the said *Hellen*, and such as may claim under her, for her estate as aforesaid, and other than such which may claim under the said excepted leases or either of them, shall and will from time to time, and at all times after the date of these presents, at and upon the reasonable request, and only cost and charges in the law of the said R H and *El.* his wife, and the heirs and assigns of the said

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R. H. or any of them do, make, knowledge, execute and suffer, or cause to be done, made, knowledge, executed and suffered, all and every such further, lawfull and reasonable act, and acts, thing and things, devise and devises, assurances and conveyances in the law whatsoever, which shall be or may be for the more perfect and better assurance, sure making and conveying of all and singular the said bargained premises, and every part and parcel thereof, with the appurtenances, unto the said R. H. and *El.* his wife, and the heirs and assigns of the said R. H. to the only proper use and behoof of the said R. H. and *El.* his wife, and of the heirs and assigns of the said R. H. for ever according to the true intent and meaning of these presents, be it by fine, feoffment, recovery, with single, double or more voucher or vouchers, over deed or deeds, inrolled or not inrolled, the inrolment of these presents, release or confirmation with warranty or without warranty, or by all, every, any, or as many of the said wayes or means, as by the said R. H. and *El.* his wife his heirs or assigns, or his or their, or any of their counsel learned in the law, shall be reasonably devised, advised and required, so as for the making, doing, knowledging, executing, suffering or performing such further acts, things, devices, assurances and conveyances, or any of them, the person or persons that are to make such further assurance by force of this covenant, or any of them, be not compelled to travel above the space of twenty miles, nor by such acts, things, devices, assurances or conveyances, or any of them be compelled or compellable, to warrant, acquit or defend the premises or any of them, more largely, and more generally, than only against acts, charges, titles, troubles, and incumbrances, had, made or done, or wittingly or willingly suffered by them, or by any of their means, assent,

ent, consent, privy or procurement, but not in any ways to warrant against the said leases and estates before excepted, or either or any of them. And moreover it is covenanted, granted, concluded and agreed upon, by and between all and every the said parties to these presents, that all and every fines, feoffments, recoveries, acts, things, assurances and conveyances in the law whatsoever, hereafter to be had, made, levied, suffered, executed or performed, of the said premises or any part thereof, and whereunto the said I. T. and E. his wife, or either of them, or their or either of their heirs shal in any wise be party or parties, vouchee or vouchees, shall be and enure, and shall be deemed, constituted, reputed, adjudged, and taken to be and enure, to the only proper use and behoof of the said R. H. and E. his wife, and of his heirs and assigns for ever, and to none other use or uses, intents or purposes whatsoever. And this Indenture farther witnesseth, that the said I. T. for the consideration aforesaid, hath granted, bargained, sold and confirmed, and by, &c. unto the said R. H. his executors, administrators and assigns, all such goods, implements, household-stuff, utensils, and things which are mentioned in a Schedule indented, hereunto annexed, and doth hereby also Covenant and grant to and with the said R. H. his executors, administrators and assigns, that he hath full power and sufficient and good right and property to grant the same accordingly, and the said I. T. for himself, &c. doth covenant to and with the said R. H. his heirs and assigns, that he, his heirs and assigns, shall and will at all times hereafter, upon the request and at the charges of the said R. H. his heirs and assigns, shew or cause to be shewn forth in any Court of Law or Equity, or other place necessary, all evidences which he or they shall have in their hand, or may lawfully come by,

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without suit of Law, concerning the said bargained premises, or any part thereof, for maintenance of his estate hereby mentioned, to be assured unto him and his Heirs, and shall and will permit and suffer the same to remain in such Court and place, so long as shall be necessary in such behalf. In witness whereof, &c.

Robert Farr (being seized of a tenement in fee with remainders, wherein Eliz. Farr hath an estate for her life) having levied a fine, now suffereth a recovery, and sealeth and assueth the same to Robert Black and his heirs in fee-simple by the subsequent deed.

**T**his Indenture quadripartite, &c. between Robert Farr, son and heir of, &c. G. G. and E. Ar. of &c. of the first part, Robert Black of, &c. of the second part, W. H. and T. H. of, &c. of the third part, and I. P. and M. Bl. of the fourth part, witnesseth, that for and in consideration of the sum of 200 l. of, &c. to the said R. F. before the enscaling and delivery hereof, well and truly satisfied and paid by the said R. Bl. whereof the said R. F. doth by these presents acknowledge the receipt, and whereof, &c. He the said R. F. and the said G. G. and E. Ar. at his request and nomination have, and every of them hath (by and with the consent and direction of the said R. B.) granted, bargained, sold, aliened and confirmed, and by, &c. unto the said W. F. and T. Y. all that great messuage, &c. together with all houses, buildings, &c. and the rents, services, reversions, and remainders thereof, and also all the estate, right, title, interest, challenge, claim and demand whatsoever of them the said R. E. G. G. and E. Ar. add every or any of them, of, in and to the said granted tenement, &c. and also all deeds, evidences, charters, writings, escripts and minuments whatsoever, which do touch



or concerning the said granted premises, or any part thereof, To have and to hold the said messuage or tenement, garden and premises before, hereby granted or conveyed, or mentioned, or intended to be hereby granted and conveyed, and every part and parcel thereof, with the appurtenances unto the said W. F. and T. Y. their heirs and assigns, to the only uses, intents and purposes hereafter in these presents, limited, expressed and declared, that is to say, to the use of them the said W. F. and T. Y. and of their heirs, untill a good and perfect common recovery shall be in due form of law, at the costs and charges of the said R. B. or his heirs, had and executed, of and for the said, hereby granted or intended to be granted, messuage, tenement and premises against them the said W. F. and T. Y. before the Justices of the Court of Common Plea, at Westminster, according to the usual course of Common recoveries in the same Court used for assurance of land and tenements; in which recovery the said I. P. and H. B. shall be demandants and recoverers, and the said R. F. shall be vouched to warrant, so as such recovery so to be had, be had and executed before the end of the term of St. Hillary next ensuing the date hereof, and from and after the full execution of the said recovery (in case the same shall be had and executed before the end of the same term of St. Hillary, the said Recoverers intended shall stand seized; or in case the said recovery intended to be had shall not be had and executed by the time aforesaid) then from and after the end of the same term of St. Hillary, to the use of the said R. B. and of his heirs and assigns for evermore, and to and for none other use, intent or purpose, to be holden of the chief Lord or Lords of the Fee or Fees of the premises by the rents and services thereof due, and of right accustomed, and the said R. F. for himself, his heirs, execu-

tors and administrators, and for every of them doth covenant, promise and grant, to and with the said R. B. his heirs and assigns by these presents, that for and notwithstanding any act, matter or thing, had, made or done to the contrary by him, and the said E. F. his father deceased, or either of them (except as herein after is excepted) the said R. F. G. G. and E. A. or some of them are, or one of them is, at the enfealing and delivery hereof, the true and lawful owners or owner of the said granted, or intended to be granted premises, and every part and parcel thereof, and of and in the same, and every part and parcel thereof lawfully and rightfully seized of a good, sure, sufficient, and absolute estate of inheritance in fee-simple, in his or their own right, and to the onely use of them, or some or one of them, his or their heirs for good assurance, right or title in the law indefeasible, without any reversion, remainder, or further interest in the Commonwealth, or any other person or persons whatsoever, and also that notwithstanding as aforesaid (except as herein after is excepted) the said R. F. G. G. and E. A. or some or one of them have or hath, at the time of the enfealing and delivery hereof, full power, good right, and lawful authority, to grant, convey, and assure the said granted or intended to be granted premises, and every part and parcel thereof, in manner and form aforesaid, and according to the true intent and meaning hereof; and further also, that the said granted messuage, tenement and premises, and every part thereof, with their appurtenances now be and are, and so from time to time, and at all times hereafter shall or may be, remain and continue to the uses, intents and purposes aforesaid, in manner and form aforesaid, and according to the true intent and meaning of these presents, clearly acquitted (freed) and discharged of and from all & all manner of former and other

ther bargains, sales, gifts, grants, leases, mortgages, joynitures, dowers, wills, covenants, intails, statutes-merchant and of the staple recognizances, judgements, executions, extents, rents, charge-rents, seck, arrerages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed, omitted, or suffered to be done, or at any time hereafter to be had, made, done, committed, omitted or suffered to be done by him the said R. F. and the said E. F. his father, or either of them, except an estate assured to and upon E. H. widdow, late wife of the said E. F. by him the said E. for the term of the life of the said E. of the premises hereby conveyed, or intended to be conveyed, which is intended to be surrendered for the better execution of the said intended recovery, and also except a bargain and sale lately made by the said R. F. G. G. and E. A. to the said W. F. and T. Y. of the same premises, to hold from *December 20.* last past, for the term of one whole year, which bargain and sale was intended, and made for the better execution of these presents; and the said R. B. for himself his heirs, executors and administrators doth further covenant, promise and grant to and with the said R. B. his heirs and assigns by these presents, that he the said R. B. his heirs and assigns, shall or lawfully may from time to time, and at all times hereafter for ever, according to the true intent and meaning of these presents, peaceably and quietly enter into, have, hold and enjoy the said granted messuage, tenement, garden and premises, and every part and parcel thereof with the appurtenances, without any let, interruption, challenge, claim, disturbance, eviction, ejection, molestation, hinderance or denial, of or by the said R. F. or of or by any other person or persons whatsoever, having or claiming, or

pretending to have any lawful estate, right, title or interest in or to the premises or any part thereof, from by or under him, or his said father deceased (except the said El. F. and such as shall or may claim, for, by, from or under, and onely for, by, from or under the estate for life of the said El. F. and the bargain and sail before herein excepted) and further also, that he the said R. F. and his heirs, and all and every other person and persons, having or claiming to have or that shall or may have, or claim to have any right, title, estate, or interest, of, in or to the premises, from, by or under him or his said father (except before excepted) shall and will from time to time, and at all times hereafter, during the space of ten years next ensuing the date hereof, upon the reasonable request, and at the costs and charges of the said R. B. his heirs or assigns, make, do, suffer, acknowledge and execute, or cause to suffer to be done and executed, all such further and other lawful and reasonable acts, things and assurances for the further, better and more perfect granting, assuring and conveying of the said messuage, tenement, garden and premises, before hereby granted or mentioned, meant or intended to be hereby granted, with the appurtenances to the use of the said R. B. his heirs and assigns for ever, according to the true meaning of these presents, as by him the said R. B. his heirs or assigns, or by his, or their Counsel learned in the law, shall be in that behalf reasonably devised, or advised and required, so as for the making of such further assurance neither the said R. F. nor any other person, by whom such assurance is to be made, shall be compelled or compellable to travel for the doing thereof, further than the City of London, or Westminster, and so as such further assurance contain not, nor imply any further or more general warrant or acquittal, than is before herein comprized

prized. And it is concluded and agreed by and between the said parties to these presents, that all and every fine and fines, recovery and recoveries, and other assurances whatsoever, at any time heretofore had, made, suffered or executed of the premises, or at any time hereafter be had or executed of the premises or any part thereof, either alone by it self, or together with any other lands, tenements, or hereditaments, and whereunto the said R.F. hath been, or he or his heirs shall be in any sort conusor or conusors, vouchee or vouchees, party and parties, shall be and enure, and shall be deemed, adjudged and taken to be and enure, as touching the said granted premises, to and for the only use of the said R.B. and of his heirs and assigns for ever, and to or for none other use; intent or purpose whatsoever; provided always, and it is the true intent and meaning of these presents, and of all the parties hereunto, that neither these presents, nor any thing therein contained shall extend or be construed to extend to charge the said G.G. and E.Ar. or either of them, their or either of their heirs, with or for any warranty or acquittal of the said premises or any part thereof, other then against him and themselves respectively, and his and their respective heirs. In witness, &c.

*Note.*

A demise, bargain and sale was made by R.H. G.G. and E.A. to W.F. and T.Y. *H: b nd.* to them for one year, from *Decemb. 25.* last, that the estate of free-hold might rest in them without livery.

*Note.*

A Surrender is made by El. to R.F. of her estate for life; for otherwise W.F. and T.Y. could not have been made perfect tenants of the free-hold.

John Vaugh. (seized of a tenement jure uxoris for her life, the remainder in fee-tail belonging to THO.M) together with his wife, and the tenant in tail, conclude to convey the same to T. S. and his heirs, the assurance is by fine and recovery, intended to be executed, the use whereof being to T. S. and his heirs, is directed by the following deed; wherein are comprized necessary Covenants.

**T**His Indenture Quadripartite, made, &c. between J V of, &c. and Mary his wife, late the wife of E M late of, &c. deceased of the first part, Tho. M. of, &c. son and heir of the said E M on the body of the said Mary begotten, of the second part, Th. S. of, &c. of the third part, and W F of, &c. of the fourth part. Whereas the said J V and M his wife, stand seized in the right of the said M. of an estate of free-hold, for term of the life of the said M, the remainder thereof in fee-tail to the said T M party to these presents belonging with divers remainders over, of and in all that one great or capital Messuage, &c. and also of and in all houses, edifices, &c. witnesseth now this present Indenture, that for and in consideration of the sum of 600*l.* of, &c. to the said, &c. well and truly paid and satisfied, it is concluded and agreed by and between the said parties to these presents, that a good and perfect estate of inheritance in fee-simple, shall be conveyed, settled and assured to and upon the said T. S. of and in all and singular the said great capital messuage or tenement and mansion house, now used as two houses as afore-said, and all other the premises, before mentioned, with their and every of their rights, members and ap-  
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purtenances, and that to that end, intent and purpose, the said *John V.* and *Mary* his wife, and *Tho. M.* party to these presents, shall and will before the end of *Michaelmas* term, now next ensuing the date hereof, acknowledge and levy to the said *W. F.* and his heirs, one fine *sur connuissance de droit come ceo*, &c. to be sued out with Proclamations according to the form of the Statute in that case made and provided, of all and singular the said capital messuage or mansion-house, and other the premisses, with th' appurtenances, by the name of two messuages with the appurtenances in the Parish of, &c. or by some other apt name or names, as by counsel shall be thought meet, to the intent to make the said *W. F.* perfect tenant of the free-hold of the premisses, that so one writ of entry *sur disseisin en le poit* issuing out of the High Court of Chancery, and to be returnable before the Justices of the Court of Common Pleas at *Westminster* may be obtained and sued out, whereby the said *T. S.* shall demand against the said *W. E.* all the said capital messuage or mansion-house and premisses, by some apt name or names, as by counsel shall be advised, to which writ the said *W. F.* shall appear in person, or by Attorney thereunto lawfully authorized, and after count or declaration against him by the said *T. S.* he the said *W. F.* shall make defence by words of course and vouch to warranty, the said *T. M.* party to these presents, who shall likewise appear in person, or by his Attorney in that behalf, lawfully and sufficiently authorized, and after count or declaration against him by the said *T. S.* shall make defence by words of course, and vouch to warranty the common vouchee who shall appear in person at the bar of the said Court of Common-Pleas, and after declaration against him, shall make defence and enter into the warranty, and afterwards make



make default, whereupon several judgements shall or may be had, that so a good and perfect common recovery with double voucher, according to the course of common recoveries in the said Court of Common Pleas used may be had and executed of the premises; And this Indenture further witnesseth, and it is the true intent and meaning of these presents, and of all the parties to the same, that the said recovery so, or in any other manner to be had or executed, and the whole execution of the fine and recovery of the said capital messuages and premises to be had or executed as aforesaid, shall be and enure, and shall be deemed, adjudged, construed and taken to be and enure, to and for the only proper use and behoof of the said T. S. and of his heirs and assigns for ever, and to none other use, intent or purpose whatsoever. And the said John V. for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said T. S. his heirs and assigns by these presents, that (saving and excepting the terms and estates herein after excepted) He the said I. U. and Mary his wife, at the time of the enfealing and delivery hereof are, and so untill the fine aforesaid, by them to be levied as aforesaid, shall be fully executed as aforesaid, shall be seized in the right of the said Mary of a good estate of free-hold for the life of the said Mary, of and in the capital messuage, mansion-house and premisses before mentioned, to be settled and assured to or upon the said T. S. or his heirs aforesaid, and that the said I. V. and Mary his wife now have, and until as aforesaid, shall have full power, good right, and lawful authority to convey and assure the premises to the said T. S. and his heirs, for the life of the said Mary according to the true intent and meaning of those presents, and also that the said capital messuage  
or

or mansion-house and premises before mentiond or intended to be hereby settled or assured as aforesaid, and every part and parcel thereof with the appurtenances now be and are, and so from time to time, and at all times for ever, shall or may be, remain and continue unto the said T. S. his heirs and assignes, according to the limitation aforesaid, and according to the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by the said I. V. his executors or administrators, well and sufficiently saved and kept harmless of and from all former and other grants, leases, mortgages, estates, acts, titles, charges, troubles and incumbrances whatsoever, had, made or done, or to be had, made, done or committed by him the said John V. and Mary his wife or either of them, except and foreprized one lease of indenture bearing date, &c. made and granted by the said John V. and Mary his wife, and T. M. party to these presents, of certain parts of the said capital messuage then, &c. for the term of 31. years, from the Feast of the birth of our Lord God, then last past, upon which is reserved the yearly rent of 30 l. and 10. sh. and also except and foreprized such term and interest as Tho. A. hath in the other parts of the said capital messuage, by vertue of a lease heretofore made to Simon L. Mercer deceased, for certain years yet to come, under the yearly rent of 44 l. and 10. shillings, which said several yearly rents from henceforth, for and during the rest and residue to come, of the respective terms before mentioned, to grow due and payable, it is concluded and agreed by and between the said parties to these presents and every of them, and declared to be their true intent and meaning, shall continue, and be due and payable, and ought to be paid to the said T. S. his heirs or assignes; and the said I. V. for himself, his

his heirs, executors and administrators, doth further covenant and grant to and with the said T. S. his heirs and assigns by these presents, that he the said T. S. his heirs and assigns, shall or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold and enjoy all and singular the capital Messuage, mansion-house, and premisses before mentioned, or intended to be hereby settled or assured, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any let, interruption, disturbance or incumbrance of, or by them the said I. V. and *Mary* his wife, or either of them, or of or by any other person or persons, lawfully claiming or to claim, or having right or title from, by or under them, or either of them, their or either of their act, right, title or estate, except such as shall or may claim by or under the Leases before excepted, or either of them, and for the terms or interest in or by the same Leases granted only, and also that he the said I. V. and *Mary* his wife, and either of them, shall and will from time to time, upon the reasonable request, and at the costs and charges in the Law, of the said T. S. his heirs and assigns, make, do, suffer, execute and acknowledge all and every such further and other lawful and reasonable acts, things, and assurances in the Law, containing or implying no further or more general warranty or acquittal, than only against them the said I. V. and M. his wife, and either of them, for the better assuring and sure-making of the said Premisses to the said T. S. his heirs and assigns, as by him or them, or by his or their Counsel learned in the Law, shall be in that behalf reasonably devised, advised or required, and so as for the doing thereof, neither the said I. V. or *Mary* be compelled to travel above ten miles from the

the place of his or her respective dwelling or abode ;  
 at the time of such request to be made. And the said  
 T.M. party to these presents, for himself, his heirs,  
 executors and administrators, and every of them,  
 doth covenant and grant, to and with the said T. S.  
 his heirs and assigns by these presents, that saving  
 and excepting the terms and interest herein before  
 excepted, he the said T. M. at the time of the en-  
 sealing and delivery hereof, is seized of a good, per-  
 fect and absolute estate of inheritance in fee-simple,  
 of and in the said capital messuage, mansion house  
 and premises before mentioned, or intended to be  
 settled or assured, and untill, &c. shall be settled and  
 assured to and on the said T. S. his heirs and as-  
 signs, according to the limitation aforesaid; and the  
 true intent and meaning of these presents, shall be  
 seized of all and singular the same capital messuage,  
 mansion-house and premises, with the appurtenances  
 of a good, lawful and sufficient estate of inheritance,  
 in fee-tail expectant, upon the death of the said  
 Mary Vaughan, and at the time of the enclosing and  
 delivery hereof, hath, and untill as aforesaid shall  
 have full power, good right and lawful authority,  
 to convey, settle and assure the premises to and upon  
 the said T. S. his heirs and assigns for ever, in  
 form aforesaid, according to the true intent and  
 meaning of these presents, and also that all and singular  
 the said capital messuage or mansion-house, and  
 other the premises before herein mentioned or inten-  
 ded to be conveyed, settled or assured as aforesaid,  
 and every part and parcel thereof, with the appurte-  
 nances, now be and are, and so from time to time, and  
 at all times hereafter for ever, shall or may be, re-  
 main and continue unto the said T. S. his heirs and  
 assigns, according to the limitation aforesaid, and  
 the true intent and meaning of these presents clearly  
 ac-

acquitted, exonerated and discharged or otherwise by him the said T. M. Party to these presents, his heirs, executors or administrators, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, joyntures, dowers, wills, covenants, incalls, statute-merchants and of the staple, recognizances, judgements, excommunications, extents, debts to the Common-wealth, debts of record, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by them the said T. M. and the said E. M. his father, and T. M. his grandfather, or any of them; or by any other person or persons whatsoever; the said leases herein before mentioned to be excepted, and either of them and the said estate, for life of the said M. V. and the fee-farm-rent of 16. sh. issuing, or yearly due and payable out of or for the said premises, to the Major and Commonalty of the said City of B. only excepted and fore-prized; and the said T. M. for himselfe, his heirs, executors and administrators, doth further covenant and grant to and with the said T. S. his heirs and assigns by these presents, that he the said T. S. his heirs and assigns, and his and their farmers and tenants shall, or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said capital messuage, mansion-house and premises before mentioned, or intended to be conveyed, settled or assured, and every part and parcel thereof with the appurtenances, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruption, disturbance.

disturbance or incumbrance of or by him the said  
 T. M. or his heirs, or of or by any other person or  
 persons whatsoever, claiming or to claim, or having  
 or pretending to have any lawful estate, right, title,  
 interest or thing, of, in, to, or out of the premises, or  
 any part thereof (except such as shall or may claim  
 for, by or under the leases, estates, and rents before  
 herein excepted, or any of them.) And further, that  
 he the said T. M. and his heirs, and all and every o-  
 ther person and persons, that shall or may claim,  
 from, by, or under him, shall and will from time to  
 time, and at all times hereafter, upon the reasonable  
 request, and at the costs and charges in the law of the  
 said T. S. his heirs or assigns, make, do, suffer, exe-  
 cute and acknowledge, or cause to be made, done,  
 suffered, executed and acknowledged, all and every  
 such further, and other reasonable and lawful acts,  
 things and assurances in the Law whatsoever, for the  
 further and better assuring, sure-making, settling and  
 conveying to the said T. S. his heirs and assigns,  
 of all and singular the said capital messuage or man-  
 sion-house and premises before hereby mentioned, or  
 intended to be hereby settled, conveyed or assured, and  
 every part and parcel thereof, by such ways & means in  
 the law, as by him the said T. S. his heirs or assigns,  
 or by his or their Council learned in the law, shall be  
 in that behalf reasonably devised, advised and requi-  
 red, so as for the doing thereof the said T. M. and such  
 others as are or ought to make such further assurance  
 by force of these Covenants, be not compelled or com-  
 pellable to travel above fifty miles from the place of  
 his or their respective dwelling or abode at the time  
 of such request to be made; and it is declared to be the  
 true intent and meaning of these presents, and of all  
 the parties to the same, that all fines, feoffments, reco-  
 veries, conveyances & assurances at any time hereafter

to be had, levied, suffered, executed or acknowledged, by or between the said parties hereunto, or any of them, or any other person or persons whatsoever of the said capital messuage or mansion house and premises before mentioned, for any part thereof, either alone by it self or together with any other lands, tenements or hereditaments shall be and enure, and shall be deemed, adjudged, construed and expounded, to be and enure, to and for the only use and behoof of the said T. S. and of his heirs and assigns for ever, and to none other use, intent or purpose : and the said J. V. and Mary his wife, and T. M. party to these presents, for the considerations aforesaid, have granted, bargained, and sold, and by these presents do grant, bargain and sell to the said T. S. and his heirs, all and every the deeds, charters, evidences, writings, counterparts of leases, escripts and minuments, which do touch, or concern the said messuage and tenement, or any part or parts thereof, all which or as many of them as now are, or be in the hands or possession of the said J. V. and M. his wife, or either of them, or of any other person or persons, to his, her, or their own use, or by his or her delivery, or in the hands or possession of the said T. M. party to these presents, or of any other person or persons, to his, or by his delivery, the said I. V. for himself, his executors and administrators respectively, and the said T. M. for him, his heirs, executors and administrators, do severally and respectively covenant and agree, to deliver or cause to be delivered, uncanceled and undefaced, or in as good condition and plight as now the same are, unto the said T. S. his heirs or assigns before the Feast-day of the birth of our Lord God, next ensuing the date hereof. In witness whereof all the said parties to every part of this Indenture Quadripartite have put their hands and seals, &c.

William



William King (being seized of lands and, &c. in fee-tail with remainders) dieth, having issue three daughters, who as co-heirs enter. Now S. N. and Hest. his wife, one of the co-heirs (for the better conveying of Hesters third part to J. F. and his heirs) suffer a recovery, and by this deed, together with the tenants of the free-hold, and the recoverers direct the use of the same recovery.

**T**His Indenture Tripartite, &c. between Sam. N. &c. and Hester his wife, (one of the daughters and co-heirs of W. K. late of, &c. deceased) of the first part, J. F. the younger of, &c. of the second part, and T. Y. of, &c. and N. L. and B. T. of the third part, witnesseth, that whereas the said S. N. and Hester his wife, in the right of the said Hester were at the beginning of the terme of St. Michael, now last past, and before seized in fee tail, with divers remainders over, of and in one full third part (the whole into three equal parts to be divided) of all that tenement, &c. containing by estimation one yard land, with the appurtenances, set, lying and being in Dundry aforesaid, in the said County of Somerset, and of and in all houses, edifices, buildings, barnes, stables, orchards, gardens, back-sides, lands, tenements, meadows, leasows, pastures, commons, common of pasture, woods, under-woods, profits, commodities, emoluments and hereditaments whatsoever, to the said messuage and premises, or any of them, or to any part and parcel of them belonging, or in any wise appertaining; and whereas the said S. N. and H. his wife, being so seized as aforesaid, since the beginning of the said last term of Saint Michael did, for and in consideration of the summe of 200<sup>l</sup>. of, &c. to them by the said J. F. before the enfealing and deli-

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very hereof, well and truly paid and satisfied, whereof  
 they do hereby acknowledge the receipt, and thereof  
 and of every part and parcel thereof, do clearly ac-  
 quit and discharge the said I. F. his heirs, executors  
 and administrators by these presents, conclude and a-  
 gree, to and with the said I. F. to convey and assure to  
 the said I. F. his heirs and assigns for ever, to the  
 only and proper use and behoof of him the said I. F.  
 his heirs and assigns for evermore, the one full third  
 part of all and singular the tenements, cottages, lands,  
 and premises, before in these presents mentioned or  
 expressed, and of all and singular other the messuages,  
 lands, tenements and hereditaments whatsoever within  
 the Parish of *Dundry* and *Chiew* aforesaid, or either of  
 them, whereof the said *William King* the younger,  
 (father of the said *Hester*) in his life time, and at the  
 time of his death was seized of an estate of inheritance  
 by such wayes, means and assurance in the Law, as by  
 the counsel of the said I. H. should be advised and  
 thought meet; and whereas it was advised and thought  
 meet by the counsel of the said I. F. and concluded  
 and agreed by and between the said parties to these  
 presents, that a common recovery with double vou-  
 cher should be suffered and executed of the said third  
 part, by the said S. M. and H. his wife, of the mes-  
 suages, tenement, cottage, land and premisses, before  
 in these presents, mentioned or expressed, for the  
 cutting off the said intail, and barring all remainders,  
 and for the assuring and settling of the inheritance of  
 the same third part, to and on the said I. F. his heirs  
 and assigns for ever, in pursuance of which said ad-  
 vice, conclusion and agreement, they the said S. N. and  
*Hester* his wife, by their Deed indented bearing date  
 the first day of this instant moneth of *November*,  
 and enrolled in the High Court of Chancery the  
 nineteenth day of the same moneth, (made between  
 them

them the said S. N. and *Hester* of the one part, and the said T. Y. of the other part) have granted, bargained and sold to the said T. Y. and his heirs, one full third part (the whole in three equal parts to be divided) of all and singular the tenement, cottage, lands and premises before in these presents mentioned or expressed, and of all and singular other the lands, tenements and hereditaments whatsoever, within the parishes of *Dundry* and *Chiew* aforesaid, or either of them, whereof the said W. King the younger (father of the said *Hester*) in his life-time, and at the time of his death was seized of an estate of inheritance, and the rents, reversions and services thereof, to be had and holden to the said T. Y. perfect tenant of the free-hold of the premises, that a good, perfect and common recovery, with double voucher, might thereof be had and executed in pursuance of, and according to the said conclusion and agreement; and whereas afterwards in the same term of Saint *Michael* according to the conclusion and agreement aforesaid, the said N. L. and B. T. did pursue out of the said Court of Chancery one writ of entry *Sur disseisin on le post*, returnable before the Justices of the Court of Common Pleas at *Westminster*, whereby the said N. L. and Ben. T. demanded against the said T. Y. the said part of the messuage, tenement, cottage, lands and things herein before mentioned or expressed, and by the said conclusion and agreement, meant or agreed to be assured or conveyed to the said I. F. and his heirs as aforesaid, by the names of the third part of two messuages of thirty acres of land, of ten acres of meadow, of thirty acres of pasture, of three acres of wood, and common of pasture, with the appurtenances, in *Dundry* and *Chiew* in the County of *Somerset*, to which writ the said T. Y. appeared in person, and after declaration against him by the said N. L. and

B. T. he the said T. Y. appeared in person at the Bar of the said Court, and vouched to warranty the said S. N. and H. his wife, who likewise appeared in person, and did enter in the warranty, and afterwards vouched over the common vouchee, who did likewise appear in person, and after declaration against him, made defence, and afterwards made default, whereby several judgments were had according to the course of common recoveries used in the said Court of Common-pleas, witnesseth now further this present Indenture, and it is hereby explained, declared and expressed, that the true intent and meaning of all the said parties to these presents before, and at the time of the suffering the said recovery, was, & ever since hath been & yet is that the said recovery, & the whole execution thereof should, and for ever hereafter shall be and endure, and the said recoverers, and their heirs shall for ever hereafter stand and be seized of and in the said third part of the said tenement, cottage, lands and premisses before mentioned, with the appurtenances, to and for the only proper use and behoof of him the said I. F. and of his heirs and assigns for ever and to or for none other use, intent or purpose whatsoever, and for that end and purpose (according to the advice of Counsel, and the conclusion and agreement aforesaid) the said S. N. and H. his wife, for them and their heirs, and every of them do, and either of them doth by these presents remise, release and quit-claim all Errors, writs and writs of Error, cause and causes of Error, mis-prissions and mis-entries and demands, which they the said S. and H. or either of them, their or either of their heirs have, or hereafter may or ought to have, for or by reason of any errors, imprisonment, mis-entry, erroneous obtaining or prosecution of the said writ of entry and judgments aforesaid, or any of them, or other

ther matter or thing whatsoever, in or about, or any way touching or concerning the said recovery, or any the proceeding or prosecution thereof: And the said S. N. for himself, his heirs, executors and administrators, and for every of them doth covenant, promise and grant, to and with the said I. F. his heirs and assigns, and to and with every of them by these presents, that he the said S. N. and H. his wife, at the time of the enfealing and delivery of the said recited deed, made to the said T. Y. and before mentioned to be inrolled as aforesaid, were lawfully and rightfully seized, in the right of the said H. or and in one full third part (the whole in three equal parts to be divided) of all and singular the tenement, lands and premisses before herein mentioned in fee-simple or fee-tail, and at the time of the enfealing of the said deed as aforesaid, had full power, good rights, and lawful authority to grant, convey, settle, and assure the said third part in manner and form aforesaid, according to the true intent and meaning of these presents, and also that the said third part of the said tenement, land and premisses before herein mentioned, or intended to be conveyed, settled or assured to the said I. F. as aforesaid, now be and are, and so from time to time, and at all times hereafter for ever shall or may be, remain and continue unto the said I. F. his heirs and assigns, according to the limitation aforesaid, and the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by them the said S. N. and Hester, their executors or administrators, well and sufficiently saved and kept harmlesse, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, joynures, dowers, wills, covenants, entails, statutes merchant, and of the staple, recognizances, judgments, executions

extents, debts to the Common-wealth, sequestrations,  
 debts of Record, fines, issues, amerciaments, and of and  
 from all other titles, charges, troubles and incumbrances  
 whatsoever, at any time heretofore had, made, done,  
 committed or suffered to be done, or at any time here-  
 after to be had, made, done, committed or suffered to  
 be done by the said S. N. and *Hester, William King*  
 the younger, and *William King* the elder, father and  
 grand-father of the said H. K. or any of them, or by a-  
 ny other person or persons whatsoever claiming or to  
 claim, from, by, or under them, or any of them, and  
 the said S. N. for himself, his heirs, executors and ad-  
 ministrators, and every of them doth further covenant  
 promise and grant, to and with the said I. F. his heirs  
 and assigns, and every of them by these presents,  
 that he the said I. F. his heirs and assigns, and his  
 and their farmers and tenants, shall, or lawfully may  
 from time to time and at all times hereafter, for ever  
 peaceably and quietly enter into, have, hold, use, oc-  
 cupy, possess and enjoy one whole third part of all and  
 singular the tenements, lands and premises before  
 mentioned, and take, receive and enjoy the rents, is-  
 sues and profits thereof to his and their own use, with-  
 out any let, interruption, challenge, claim, distur-  
 bance or incumbrance, of or by them the said S. N. and  
*Hester*, or either of them, their or either of their  
 heirs, &c. or of or by any other person or persons what-  
 soever, lawfully claiming, or having or pretending to  
 have any lawful estate, right, title, interest, or thing, of,  
 in, to or out of the said granted third part, from, by,  
 or under the said *Hester*, and her said father and  
 Grand-father, or any of them. And further  
*For better* that he the said S. N. and *Hester* his  
*assurance.* wife, and the heirs of the said *Hester* shall  
 and will from time to time, and at all  
 times hereafter, upon the reasonable request, and at the  
 costs

costs and charges in the law of the said I F his heirs and assigns, make, do, suffer, execute and acknowledge, or cause to be made, done, suffered, executed and acknowledged, all and every such reasonable and lawful acts, thing and assurances in the law whatsoever for the further and better settling, assuring, sure-making and conveying to the said I F his heirs and assigns, for ever, according to the true intent and meaning of these presents, the said third part before hereby mentioned or intended to be conveyed, and assured of and in the tenements, lands and premises aforesaid, by such ways, and means in the Law, as by him the said J F his heirs or assigns, or by his or their Counsel learned in the Law, shall be in that behalf reasonably devised, or advised and required, for the making whereof, the said S N or *Hester* shall not be compelled to travel above twenty miles from the place of his, her or their dwelling or abode at the time of such request to be made, nor to enter into any further or more general warranty, or acquittal then is herein comprized; and the said S N and H his wife, for the considerations aforesaid, have granted, bargained and sold, and by, &c. to the said I F his heirs and assigns, all deeds, charters, writings and evidences which do touch or concern the premises aforesaid, or any part thereof, and all the right, title, and demand of them the said S and H of, in and to all and every or any the same deeds, evidences and writings. In witnesse whereof all the said parties have to each part of this Indenture tripartite, &c.



W B being possessed of lands, &c. for a term of years, (the inheritance of which lands in fee-simple, were conveyed to R R and W B in trust to be disposed of as W B and his wife shall appoint) contracts with W for sale, the assurance advised thus, That for keeping on foot the term, and preventing incumbrances, the term should be granted to W D himself, and the inheritance to W D his sonne, the inheritance is conveyed to the son, as followeth.

**T**His Indenture, &c. between W. B. of, &c. R. R. and W. K. of, &c. of the one part, and W. D. and W. D. of, &c. witnesseth, that for and in consideration of the summe of, &c. to the said W. B. by the said W. D. the elder before the enfealing hereof paid, as well for certain terms and interests by the said W. B. to him the said W. D. already made and granted of the parcels of land herein after granted, as for the inheritance thereof, hereby intended to be granted and conveyed, the said R. R. and W. K. at the request of the said W. B. and by the appointment, and with the attornment of the said W. D. the elder, have, and either of them hath granted, bargained, sold, aliened and confirmed, and by, &c. to the said W. D. the sonne and his heirs, all that messuage, tenement, &c. and all rents, reversions, remainders and services of the said premisses, and all their and either of their right, title, interest, challenge, claim and demand whatsoever, of, in, and to the same premises, to have, hold, and enjoy the said, &c. unto the said W. D. the sonne, his heirs and assigns for ever, to his and their own use for evermore, to be holden of the chief Lord or Lords of the fee or fees of the premisses, by the rent and

and services therefore due, and of right accustomed: and it is concluded and agreed by and between the said parties that neither these presents, nor any thing therein contained, shall extend or be construed to extend, to binde or charge the said R. R. and W. K. or either of them, their or either of their heirs touching the premises, otherwise than against his and their own acts respectively, in witness whereof, &c.

*Note.*

That in respect of the Attornment of tenant, the estate of inheritance passeth legally without livery.

*BM being seized of lands, (jure uxoris) she being a co-heir purchaser of J B (to whom the estates of the other co-heirs is come) all the lands, the conveyance is by recovery concluded to be suffered by J B.*

**T**His Indenture, &c. between J B of, &c. sonne an heir of *William Beaumont* late of, &c. deceased, and M. his wife, one of the daughters and co-heirs of D. S. Gent. deceased of the one part, and B. M. of, &c. *William H. I. H.* of, &c. and *Rich. C.* of, &c. of the other part, witnesseth that the said *John Beaumont*, for and in consideration of the summe of 200. l. of, &c. to him by the said B. M. before, &c. whereof, &c. hath agreed to grant, convey and assure to the said B. M. his heirs and assigns for ever, all that tott and eight acres of land by estimation, be they more or lesse, called, &c. and also common of pasture for six young Beasts, and one house with the appurtenances in *Wichware Heath*, all which premises are situate, &c. and now are in the tenure holding or occupation of the said B. M.

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in the right of E his wife, the daughter of R W deceased, for term of her life, and which said premises late were the inheritance of the said D S, and by and after his death, descended & came to his three daughters, viz. the said M E the wife of R C and B the wife of I M, the parts and portions of which E C and B he the said W B purchased and dyed thereof seized. And also the said I B for the considerations aforesaid, hath agreed to grant, convey and assure to the said B M his heirs and assigns for ever, all other the messuages, lands, tenements and hereditaments of him the said I B within the Parish of W aforesaid, and all rents, reversions and services of the premises, and every part thereof as by such ways and means as by him the said B M or his Counsel learned in the Law, shall be in that behalf reasonably devised and required: and this present Indenture further witnesseth, that the said I B doth for himself, his heirs, executors and administrators, covenant, promise, and grant to and with the said B M his executors, and administrators and assigns by these presents, that he the said I B shall and will before the end of *Easter* term now next ensuing, by deed indented and enrolled in the high Court of Chancery, bargain and sell to the said W H and I H and their heirs, all the said toft and premises, to have and to hold to the said W H and I H and their heirs, during the natural life of the said I B to the intent and purpose to make them tenants of the free-hold of the premises, and that a writ of entry *sur disseisin in le poſſeſſe*, shall be brought and prosecuted by the same R C against the said W H and I H whereby he shall demand the said premises by some fit and apt names against them the said W H and I H who shall appear in person, and vouch to

war-

warranty, the said I. B. who shall likewise appear in person, and vouch over to warranty the common vouchee, who shall likewise appear in person and enter into the warranty, and afterwards make default, and depart in contempt of the Court, whereby several judgments shall be had, (*viz.*) for the said R. C. to recover the premisses against the said W. H. and I. H. and for them to recover in value against the said I. B. and for the said I. B. to recover over in value against the said common vouchee, which said recovery, so or in any other manner to be had and executed, and all fines, feoffments, and other assurances at any time hereafter to be had or executed, of the premises, or any part thereof, shall be and enure, and shall be deemed, adjudged, construed and expounded to be and enure, to and for the only use and behoof of the said B. M. and of his heirs and assigns for ever: and the said I. B. for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said B. M. his heirs and assigns by these presents, that he the said I. B. at the time of the enfealing and delivery hereof is, and until the said premises shall be fully and perfectly conveyed and assured to the said B. M. his heirs and assigns for ever, according to the true intent and meaning of these presents, shall be the true and lawful owner of the said premises, and every part thereof, and of and in the same and every part thereof lawfully and rightfully seized of a good estate of inheritance in fee simple, in his own right, and to the only use of him and his heirs, by good, sure, sufficient, absolute conveyance, assurance, and title in the Law indefeasible, and also, that he the said I. B. at the time of the enfealing and delivery hereof, hath, and until the said premises shall be assured as aforesaid, shall have full power, good right, and lawful authority, to bargain, sell, con-

convey and assure the said premises, and every part thereof to the said B. M. his heires and assignes for ever, according to the true intent and meaning of these premises, and also that the said premises, and every part thereof, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the said B. M. his heires and assignes clearly acquitted and discharged, or otherwise by him the said I. B. his heirs and assigns, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, jointures, dowers, wills, covenants, statutes, recognizances, judgements, executions, extents, rents, charge-rents, seek, arrerages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed, omitted or suffered to be done by him the said I. B. or by the said W. B. or by any other person or persons whatsoever; (except the estate of the said E. M. for her life, and except the rents and services from henceforth to be due and payable to the Chief Lord or Lords of the fee or fees of the premises) and also the said I. B. for himselfe, his heirs, executors, and administrators, doth covenant, promise and grant, to and with the said B. M. his heirs and assignes by these presents, that he the said B. his heirs or assigns shall or lawfully may, from time to time, and at all times hereafter for ever, peaceably and quietly have, hold, and enjoy the said premises and every part thereof, without any let, interruption, challenge, claim, disturbance or incumbrance of or by him the said I. B. or his heirs, and without any lawful let, interruption, challenge, claim, disturbance or incumbrance of,

or

or by any other person or persons (except such as shall or may claim, by or under the right or title of the said E. M. or for the rents and services aforesaid :) And further that he the said I. B. and his heirs, and every other person and persons, lawfully claiming or to claim any manner of lawful estate, right, title, or interest in or to the premises (except before excepted) shall and will from time to time, and at all times hereafter upon the reasonable request, and at the costs and charges in the law of the said B. M. his heirs or assigns, make, do and execute all and every such further acts and things, for the further and better assuring of the said premises, and every part thereof to the said B. M. his heirs and assigns for ever, as by him the said B. M. his heirs or assigns, or by his or their counsel, &c. so as for the doing thereof, &c. a bargain and sale of deeds, &c. In witness, &c.

*Nota.*

B. M. demiseth the lands to A. and B. *Habend*, forty years, (if the coverture between him and E. his wife so long continue) on trust, to suffer him to enjoy and make such grants as he shall appoint.

*Nota.*

B. M. surrendreth to J. B. the premisse. *Habend*, to him and his heirs, provided, if I. B. or his assigns pay not 200. l. before Midsummer next, &c. to be void, B. M. to enjoy the premises in the mean time.

Peter

**P**H purchaseth lands of W H & uxors, (other lands he holds in the right of J his wife, to whom the same were devised by R J her brother in fee-simple) the brother and heir of the devisor intendeth to settle other lands which came to him by descent, on the said P and J in tail. Now for the settling as well the lands purchased of H as all the rest, a fine is levied by W H & uxors J J (heir to the devisor) & uxors, and the said P & uxors, and T P and J C The uses whereof are declared by the deed following.

**T**His Indenture tripartite, &c. between W. H. of, &c. and M. his wife, T. J. of, &c. brother and heir of R. I. late of, &c. deceased, who was son and heir of J. J. late of, &c. deceased (begotten on the body of I. his wife, daughter of T. P. of, &c. deceased) and A. the wife of the said T. J. of the first part, P. H. and J. his wife of the second part, and T. P. and J. C. of, &c. of the third part; witnesseth, That whereas the said W. H. by his deed indented, bearing date April 18. in the sixteenth year of, &c. for the consideration therein expressed, did grant, bargain, sell and convey to the said P. H. his heires and assignes for ever, two several messuages or tenements, with the garden and appurtenances thereunto belonging, situate and being, &c. and then and yet in the several holdings of, &c. and also three several holdings of, &c. and also three several messuages or tenements, with a garden or out-ground on the back part thereof, and to the same three tenements, or some of them belonging or appertaining, situate and being &c. and then, and yet in the several tenures or oc-  
cu-



cupation of, &c. as in and by the same deed indented more at large appeareth; and whereas also the said R. J. being in his life-time lawfully seized in fee-tail, of and in all the messuages, lands, tenements and hereditaments hereafter mentioned (that is to say) all that great messuage or tenement, wherein, &c. situate and being, &c. and also two other Messuages or tenements, &c. and also three gardens, &c. and in his life-time (*viz.*) in the Term of *Easter* in the sixteenth year of, &c. acknowledge and levy to the said P. H. and T. P. one Fine *sur sauissance de droit come ceo, &c.* which was sued out with Proclamation, according to the form of the Statute in that case made and provided, before the then Justices of the Court of Common-pleas at *Westminster*, of all the said messuages, lands, tenements and premises, by the names of nine Messuages, and four gardens, with the appurtenances in, &c. as by the said Fine remaining of Record in the said Court more at large may appear. Which said Fine was levied to the intent and purpose, to make the said R. I. Tenant of all the said premises in fee-simple, as by Indentures to that purpose made, bearing date *April 20.* in the said sixteenth year of, &c. made between the said R. I. of the one part, and the said T. P. and P. H. of the other part, more at large it doth and may appear: and whereas the said R. I. after the levying of the said fine (that is to say) *April 25.* in the seventeenth year of, &c. by the last Will and Testament in writing, bearing date the day and year last mentioned, did give and devise in these words: *viz.* I give and bequeath all that tenement, &c. unto *Joan H.* my Sister, wife of *Peter H.* and to her heirs and assigns for ever; and also in another place of the said Will gave and devised in these words, (*viz.*) *Item,* I give to my Sister *I. H.* and to her heirs

heirs and assigns for ever, my house, lodge and orchard with the appurtenances, lying and being, &c. as by the said Will and Testament may appear, and whereas the said *Richard Foanes* afterwards died, leaving all the residue of the said Messuages, lands, tenements and premisses, to descend and come to the said T. I. as brother and heir of the said R. I. witnesseth now further this present Indenture, that for the consideration aforesaid, and for and in consideration of the summe of 40 l. to him the said T. I. by the said P. H. before the ensealing and delivery hereof, well and truly satisfied and paid, whereof he acknowledgeth the receipt, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said P. H. his heirs, &c. and every of them for ever by these presents, and for settling the inheritance of all the said messuages, lands, tenements, hereditaments and premisses, in such manner and form as hereafter in these presents is mentioned, limited and declared, and for divers other good causes and considerations, all the said parties moving, it is covenanted, granted, concluded and agreed, by and between all the said parties to these presents, that they the said W. B. and M. his wife, T. J. and A. his wife, P. H. and J. his wife, shall and will before the end of *Easter term* next acknowledge and levy to the said T. P. and I. C. and to the heirs of one of them one fine, *sur connuance*, &c. to be sued out with Proclamations according to the form of the statute in that case made and provided, before the Justices of the Court of Common-pleas at *Westminster*, of all the messuages, lands, tenements and premisses before mentioned, by the names of thirteen messuages and seven gardens, which the appurtenances in, &c. which fine so or in any other manner to be acknowledged and

and levyed, and all other fine and fines to be had, levyed or acknowledged by or between the said Parties, or any of them, or any other person or persons of the said premisses, or any part thereof, shall be and enure, and shall be deemed, adjudged, construed, and expounded to be and enure, to and for the only uses, intents and purposes, hereafter in these presents, limited, expressed and declared, (that is to say) as touching and concerning all the said messuages, tenements, gardens and premisses before mentioned, to be granted, bargained, sold or conveyed by the said *W. Ho.* in and by the said recited Deed indented, to the use and behoof of the said *P. Hobbs*, and of his heirs and assigns for ever, and as touching all other the messuages, lands, tenements, hereditaments and premisses before-mentioned, meant or intended to be comprized in the said fine hereby agreed to be levyed, whereof no use is herein before expressed, and of every part and parcel thereof, with th' appurtenances, to the use and behoof of the said *Peter H* for term of his natural life; and from and after his decease, to the use and behoof of the said *Joan H* for the term of her natural life; and from and after her decease, to the use and behoof of the first Sonne of the said *P. Hobbs*, on the body of the said *Joan* his wife begotten, and to be begotten, and of the heirs males of the body of such first Son lawfully to be begotten; and for default of such issue, to the use and behoof of the second Son of the said *P. Hobbs* on the body of the said *Joan* his wife begotten and to be begotten, and of the heirs males of the body of such second Sonne lawfully to be begotten; and for default of such issue, to the use and behoof of all and every other Sonne and Sons of the said *P. H.* on the body of the said *Joan* his wife to be begotten, one after another, as they shall be in seniority of age, and priority of birth,

and of the heirs of the body of every of the same  
 sonnes respectively to be begotten, the elder of the  
 said sons and the heirs of his body, being alwayes pre-  
 ferred before the younger, and the heirs of their bo-  
 dyes, and for default of such heirs, to the use and behoof  
 of all the daughters of the body of the said P H on the  
 body of the said I his wife begotten and to be begot-  
 ten, and of the heirs of the body of the same daugh-  
 ters respectively, lawfully to be begotten, and for de-  
 fault of such heirs, to the use and behoof of the said  
 P H and I his wife, and of their heirs and assignes for-  
 ever: provided alwayes, and it is explained and declar-  
 ed to be the true intent and meaning of these pre-  
 sents, and of all the parties to the same, that it  
 shall be lawful to and for the said P H and I his  
 wife, at any time during the coverture between them  
 by any writing or writings indented to be by them  
 signed and sealed in the presence of three or more  
 credible witnesses, who shall thereunto subscribe or  
 indorse their names or marks, testifying the same,  
 to alter, change, revoke, determine, diminish or  
 enlarge all or any of the use or uses herein before limi-  
 ted, touching or concerning the said messuages, re-  
 nements and premises, herein before limited, to the  
 said P H and I his wife, or either of them for  
 their lives, or any part or parcel thereof, and by  
 the same writing or writings, or by any other writ-  
 ing or writings indented, so signed, sealed, and tes-  
 tified as aforesaid, to limit and appoint any other  
 use or uses of the same messuage or messuages, re-  
 nements and premises last mentioned, or any part or  
 parcel thereof, to the said person or persons, or to any  
 other person or persons, and of such estate and estates  
 as to them shall seem best; and in case any such  
 limitation or appointment of uses shall be made,  
 that then the said fine so to be levied, shall be and

enure, and shall be deemed, adjudged, construed and expounded to be and endure, as touching the said messuages, tenements, lands and premises last mentioned, and every part thereof: to and for such new use and uses, as in and by such writing or writings, so to be signified, sealed and testified as aforesaid, shall be expressed, limited and declared, any thing, &c. And the said *Thomas Joanes* for himself, his heirs, executors, and administrators, doth covenant, promise and grant to and with the said *P. Hobbs*, and *Joan* his wife, and either of them, their and either of their heirs, &c. by these presents, that all the said messuages, tenements and premises, and every part and parcel thereof, with the appurtenances now are and be, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the severall and respective uses before herein mentioned, limited and declared, according to the true intent and meaning hereof, clearly freed and discharged of and from all former and other bargains, sales, gifts, grants, leases, mortgages, charges, troubles and incumbrances whatsoever had, made, committed or done by him the said *Tho. Joanes*, or any other person or persons, lawfully claiming or to claim, by, from or under him. In witness, &c.

*A marriage is intended between Tho. Geo. Esquire and Ph. B. single woman, Ph. (in regard the joynture agreed on cannot presently be assured) with consent of Tho. makes over all her land, &c. jewels, moneys, &c. to Eliz. her sister in trust, &c.*

**T**His Indenture Tripartite, &c. between *T. Geo. Esquire*, Sonne and heir of *Sir Tho. G. of, &c. Knight*, of the first part, *Ph. E. single woman*, and  
 F 2 daugh-

daughter of, &c. of the second part, and *Eliz. B.* sister of the said *Ph. B.* of the third part, witnesseth, That whereas there is a marriage agreed upon, and shortly (by Gods grace) to be had and solemnized, between the said *T. G.* and the said *Ph. B.* and whereas the said *P. B.* is, and standeth possessed and interessed in certain leases, money, jewels, debts, goods and chattels; and whereas also the said *T. G.* by reason of the present distractions of the times, is not able presently to assure unto the said *P. B.* such joynture as is agreed on to be assured to her, witnesseth now further this present Indenture, that it is covenanted, granted, condescended unto and agreed upon, by and between all the said Parties to these presents, in manner and form following (that is to say) the said *P. B.* by and with the consent and good will of the said *T. G.* Party to these presents, testified by being Party, and putting his hand and seal to one or more parts of this Indenture, hath granted, aliened, assigned and set over, and by, &c. unto the said *Eliz. B.* all such mannors, messuages, lands, tenements, rents, services and hereditaments whatsoever, situate, lying and being in, &c. or elsewhere in *England*, whereof or wherein the the said *Phil.* is or standeth possessed or interessed, and all her estate, right, title, interest, claim and demand whatsoever, in and to the same mannors, messuages, lands, tenements and premisses, and every or any part thereof, together with all Leases, Deeds and writings, touching the same premisses and every part thereof: To have and to hold the said Mannors, messuages, Lands, tenements, and premisses, and every part and parcel thereof, with the appurtenances to the said *Eliz. B.* her Executors, administrators and assignes, from henceforth, for and during all the respective time and times, term and terms, as the the said *P. B.* hath, or ought to have

have thereunto to come and unexpired; and also the said Ph. B. by and with the like consent and agreement of the said T. G. party to these presents, testified as aforesaid, hath granted and delivered, and by, &c. to the said Eliz. B. all her jewels, moneys, bonds, specialties, debts, and other goods and chattels whatsoever, before hereby mentioned, meant or intended to be granted and delivered, and every part and parcel thereof with the appurtenances to the said Eliz. B. her executors, administrators and assigns, to the uses, intents or purposes hereafter in these presents mentioned and declared: and it is expressed and declared to be the true intent and meaning of all the said parties to these presents, that the several grants herein before made to the said Eliz. B. are so to her made upon trust and confidence in her reposed, as well by the said T. G. party to these presents, as the said Ph. B. this in case the said marriage take effect; and that the said T. G. shall, during the coverture between him and the said Ph. cause to be assured by good and sufficient ways and means in the law to the said Ph. for her life, and after her death to the heirs of her body by the said T. party, &c. to be begotten, the manors, messuages, lands, tenements and hereditaments, situate, lying and being in the Counties of *Wilt* and *Gloucester*, or either of them, of the clear yearly value of 250 l. of, &c. over and above all rents, charges, deductions and reprises, or that after such marriage solemnized, if the said Ph. shall happen to depart this transitory life before the said T. G. and before such assurance made as aforesaid, which shall first happen, the the said Eliz. B. her executors, administrators and assigns, shall and will upon the reasonable request, and at the costs and charges in all things of the said T. G. his Executors, &c. not only grant, assign and set over to the said



T. G. parry, &c. his executors, &c. all the said man-  
 nors, messuages, lands, tenements, hereditaments  
 and premises before hereby granted or assigned by  
 the said Ph. B. to the said *Eliz. B.* as aforesaid, for  
 all such time and times, term and terms respective-  
 ly, as shall be then therein to come and unexpired, dis-  
 charged of all other grants and incumbrances made or  
 done by the said *Elizabeth*, except such as she shall  
 make or do by consent of the said T. G. his Execu-  
 tors, &c. but also grant and re-deliver to the said  
 T. G. his Executors or assigns, all such moneys,  
 jewels, bonds, specialties, debts, and other goods and  
 chattels whatsoever, as in the mean time shall come  
 to the hands of the said *Eliz.* her Executors, &c.  
 by force of these presents, and which shall remaine  
 or be in her or their hands, custody or possession, by  
 the true meaning hereof, and also, that in such case,  
 she the said *Elizabeth*, her executors, &c. shall from  
 time to time, in the mean time after solemniza-  
 tion of the said marriage, pay and deliver to the said  
 T. G. all such rents, issues and profits of the said  
 mannors, lands, tenements, moneys and debts, as  
 shall come to her or their hands or custody, and also  
 upon further trust and confidence in the said *Eliz.*  
*B.* reposed, that in case the said marriage take effect,  
 and the said T. G. happen to depart this transitory  
 life before the said P. B. and before he shall have as-  
 sured or caused to be assured to the said P. B. any  
 mannors, messuages, lands, tenements or heredita-  
 ments of the value aforesaid, and in form aforesaid;  
 that then in such case she the said *Eliz. B.* her exe-  
 cutors, &c. shall and will not only re-grant, re-as-  
 sign and set over to the said Ph. B. all the said man-  
 nors, messuages, lands, tenements and premises be-  
 fore hereby granted or assigned, by the said Ph. B.  
 as aforesaid, for all such time and times, term and

terms respectively, as shall be then therein to come and unexpired, discharged of all other grants and incumbrances made or done by the said Elizabeth B. her executors, &c. except such as she shall make or do by the consent of the said P. H. but also re-grant and re-deliver to the said Phil. her executors or assigns, all such moneys, jewels, bonds, specialties, debts, and other goods and chattels whatsoever, as in the mean time shall come to the hands or custody of the said Elizabeth, her executors or assigns by force of these presents, and which shall remain or be in her or their hands, custody or possession, by the true meaning of these presents; and the said T. G. for himself, his executors, &c. doth covenant, promise, grant and agree, to and with the said Elizabeth B. her executors, &c. by these presents, that neither he the said T. G. nor his heirs, &c. nor any other person or persons, claiming or to claim by or under him, or deriving any authority by or under him, them or any of them, shall at any time hereafter enter into, receive, take or entremiddle with the said manners, messuages, lands, tenements, hereditaments, jewels, moneys, bonds, specialties, debts, or other things before hereby mentioned, meant or intended to be granted, assigned or delivered by the said Phil. B. to the said Elizabeth B. as aforesaid, or any part or parcel thereof, or any rents, issues or profits thereof, or of any part thereof, other than according to the true intent and meaning of these presents; provided always, and it is declared to be the true intent and meaning of these presents, and all the parties to the same, that in case the said marriage shall not be solemnized, on or before the, &c. next ensuing the date hereof, that then & from thenceforth, these presents, and every grant, matter and thing herein contained, shall cease, determine, and be utterly frustrate

and void to all intents and purposes; and that the said Ph. B. her executors, &c. shall from thenceforth have and enjoy again, to her and their own use and right, all, &c. any thing, &c. In witness whereof to one part of this Tripartite Indenture, remaining with the said Eliz. B. the said T. G. and Ph. B. have put their hands and seals; to one other part remaining with the said Ph. B. the said T. G. and Eliz. B. have, &c. to the other part remaining with the said T. G. the said P. B. and E. B. have, &c.

*And B his wife being possessed of a certain Mannor and lands, covenants with C. D. to levy a fine thereon to certain uses, with a Covenant, that himselfe and his wife together, shall have power to let Leases for lives or years.*

**T**His Indenture, &c. Between A. and B. his wife of the one parts, and C. of, &c. and D. of, &c. of the other part, witnesseth, That for the settling of the inheritance of the Mannors, Lands, tenements and hereditaments, hereafter in these presents mentioned, to such use and uses, and in such manner and form as is hereafter in these presents limited, expressed and declared, and for the enabling of the said A. and B. his wife, to make and grant leases and estates, of and in the said Mannor, Lands and premisses, in such manner and form, and according to the power and authority, to them hereafter in these presents mentioned, reserved and raised, and for other good causes and considerations, them the said A. and B. his wife therunto especially moving, it is agreed between the said parties, and they the said A. and B. his wife do covenant, grant and agree, to and with the said C. and D. and either of them, their executors and administrators by these presents, that they the said

A and B. his wife shall & will before the end of *Michaelmas* term next ensuing the date hereof, acknowledge and levy to the said C. and D. and to the heirs of the said C. one fine *sum conuigance de droit*, &c. to be sued out with proclamations, according to the form of the Statute in that case made and Provided, of all that the mannor, capital messuage, farm, baron and demesne lands of, &c. with all and singular the rights, members and appurtenances thereof, thereunto or to any of them belonging, or reputed, or used, as thereunto or to any of them belonging, and of all other the messuages, lands, tenements, rents, services and hereditaments whatsoever, wherein *Th. I. Gent.* deceased had any estate of inheritance in possession, reversion or remainder, situate, lying and being, or to be had or taken, in or near the Towns, parishes, fields and hamlets, &c. with the appurtenances, and of twelve messuages, two cottages, one water mill, twelve gardens, three hundred acres of land, two hundred acres of pasture, fourty acres of wood, with the appurtenances, in, &c. or by such other fit name or names, quantities and qualites of acres as shall be thought fit, which said fine so or in any other manner to be had and levyed, shall be deemed, adjudged, construed and expounded, to be to and for the only uses, intents and purposes, hereafter in these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever, that is to say, to the use and behoof of the said A. for and during the term of his natural life, and from and after his death to the use and behoof of the said B. for and during the term of her natural life, and from and after the decease of the said A. and B. his wife, to the use and behoof of the heirs of the body of the said A. on the body of the said B. begotten, and to be begotten; and for default of such heirs, to the use add behoof of the

the right heirs of the said A. for ever: and it is promised, covenanted, concluded, agreed and declared by and between all and every the said parties to these presents, that it shall and may be lawful, to and for the said A. from time to time, and at all or any time or times, during his natural life, by an Indenture or Indentures to make any demise or demises, grant or grants of the said premises, or of any part or parts thereof, alone or amongst other things, as well in possession for the term of twenty one years or under, or for one, two or three life or lives, or for any term or number of years determinable, on one, two or three lives, at, for and under such rents, covenants and conditions, as to him the said A. shall seem meet, so as the the said B. shall be made a party to every such Indenture, whereby any such demise or grant shall be made, during the life of the said B. and that the said B. shall seal and deliver every such Indenture, and that at all times from and after the making of any such demise or demises, grant or grants, the said fine to be levied as aforesaid, and the Comuzs of the same fine and their heirs, and the heirs of the survivor of them, shall stand and be seized of and in such part and parts as shall be so demised or granted, to the use and behoof of every such lessee or lessees, grantee or grantees, to whom any such demise or demises, grant or grants shall be so made, and according to the true intent and meaning of every the same several and respective demise or demises, grant or grants, so as the same lessee or lessees, grantee or grantees, their executors & assigns shall pay the rents, and perform their covenants and conditions in such Indentures of demises or grants, to be specified and contained, according to the true intent and meaning of the same Indenture. In witness, &c.

R C being possessed of a messuage, &c. in fee-simple, granteth the same to I P. C P. and G C Habend. to them and their heires, to certain uses, viz. the use of himself for life, yet so as to pay 20 l. per annum, and meat, drink, &c. to his eldest Sonne, his wife, &c. and after his decease to several other uses and profits.

THIS Indenture, &c. between R. C. of, &c. of the one part, and I. P. C. P. and G. C. of the other part, witnesseth that the said R. C. for divers considerations him thereunto moving, and especially for the preferment of A. his eldest Sonne, and next heir, and for the joynture of Alice, the now wife of the said A. and for the preferment of the issue between the said A. and Alice, lawfully begotten and to be begotten, hath given, granted, enfeoffed and confirmed, and by, &c. unto the said I. P. C. P. and G. C. and their heirs, all that mansion house, or messuage, with the appurtenances, wherein the said R. C. now dwelleth, sit, lying and being, &c. and all the Orchards, gardens, lands, tenements, pastures, meadows, woods, commons, profits, commodities and advantages whatsoever, to the said messuage and premises belonging, or in any wise appertaining, or being accepted, reputed or used, as part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents and services of all and singular the aforesaid premises, and every part and parcel thereof; to have and to hold the said messuage or tenement, lands, meadows, leasoes, feedings, pastures, rents, reversions, services, and hereditaments, and all and singular other the premises, with their and every of their appurtenances, unto the said I. P. C. P. and G. C. their heirs and assigns for ever,

ver, to this end, meaning, intent, construction and purposes, that they, &c. and their heirs and the heirs of the survivors or survivor of them, shall from henceforth stand and be seized of the said Messuage and all and singular other the above mentioned premisses, and of every part and parcel thereof to the uses intents and purposes hereafter in these premisses limited and declared, and to none other use, intent or purpose whatsoever, (that is to say) to the use and behoof of the said R. C. for and during his natural life, so as and upon condition that he the said R. C. shall from time to time during his natural life, pay or cause to be paid unto the said A. and Alice his wife, and the longest liver of them, the summe of 20. l. by the year, at the two most usual Feasts in the year, that is to say, the Feast of, &c. by even portions to be paid, during the said term, or within fourteen dayes next after every of the said Feast-dayes, and the first payment to be had and made upon the Feast-day of, &c. next, &c. and the same payments to be yearly had and made in manner and form aforesaid, at or within the now dwelling house of the said A. situate, &c. and also upon condition that he the said R. C. shall from time to time during his natural life, find, give and provide unto the said A. and the said Alice his wife, and to all such children, as shall between them be begotten, competent, sufficient and convenient meat, drink, hous-room, and lodging within his said mansion-house, and after the decease of the said R. C. the said parties above mentioned, and the heirs of the longest liver of them shall stand and be seized of all and singular the said premisses, with their and every of their appurtenances, to the use and behoof of the said A. and of the said Alice his wife, and of the heirs of their two bodyes between them lawfully begotten, and to be begotten, and



and for default of such issue, to the use and behoof of R. C. one other of the sons of the said R. C. and of the heirs males of his body lawfully to be begotten; and for default of such issue, to the use and behoof of W. C. one other of the sons of the said R. C. and the heirs males of his body, lawfully to be begotten; and for default of such issue, to the use of the said R. C. and of his heirs and assigns for ever.

R. C. covenanteth, that he is lawfully seized, hath power to grant, that the premises shall remain free from incumbrances, *prout* usual.

*A settlement by fine and recovery of several Mannors, Lordships, &c. for the raising of moneys, for payment of debts & childrens portions, as also for entailing thereof under severall provisos and legacies.*

**T**His Indenture tripartite, &c. between the Right Honourable Edward Lord Herbert and Richard Herbert Esquire, sonne and heir apparent of Dame Mary late wife of the said Edward Lord Herbert, and sole daughter of Sir William Herbert of Saint Julians in the County of Monmouth Knight, deceased of the first part; the Right Honourable John Earle of Bridgewater, and Edward Herbert of the Inner Temple London Esquire, of the second part, and Moses Loyd of, &c. and Henry Githens of, &c. of the third part witnesseth, that whereas the said Edward Lord Herbert, or some in trust for him, is or are seized in his or their demesne, as of fee, of some part of the lands, tenements and hereditaments hereafter mentioned, and is also seized for term of his life, as tenant by the courtesie of England of the mannors, messuages, lands, tenements and hereditaments hereafter specified, the reversion thereof in fee

fee-simple, being descended by and after the decease  
 of the said *Mary* unto the said *Richard Herbert* : now  
 to the end, that the Mannors, Lordships, messuages,  
 lands, tenements and other hereditaments hereafter  
 mentioned and expressed, may be established, vested  
 and settled unto the said *Edward Lord Herbert*, dur-  
 ing his natural life, and after his decease upon the  
 said *Richard Herbert*, and upon his name, stock and  
 posterity, and to such other uses, intents and purposes  
 as are hereby appointed; it is covenanted, promised,  
 granted, condescended, concluded and agreed, by and  
 between the said Parties to these presents; and the said  
*Edward Lord Herbert*, and *Richard Herbert*, do for  
 themselves, their heirs, executors, administrators and  
 assignes, covenant, promise, grant, condescend and  
 agree, to and with the said *John Earl of Bridge-*  
*water*, and *Edward Herbert*, their heirs, executors,  
 administrators and assignes, and to and with every of  
 them by these presents, that they the said *Edward*  
*Lord Herbert*, and *Richard Herbert*, shall and will  
 on this side, and before the end of *Michaelmas* term  
 next ensuing, and coming after the date of these pre-  
 sents, in due form of Law, and at the equal costs  
 and charges in the Law of the said *Edward Lord Her-*  
*bert*, and *Richard Herbert*, levy and acknowledge to  
 the said *Moses Loyd*, and *Humphry Githens*, and the  
 heirs of the said *Moses*, one or more fine or fines *sur*  
*conuissance de droit come ceo*, &c. with proclamations  
 thereupon to be had and made, according to the  
 form of the statutes in that behalf made and provi-  
 ded, of all that capital messuage or mannor-house  
 of *St. Julians*, with the rights, members and appur-  
 tenances thereof, and of all and singular the mannors,  
 Lordships, messuages, lands, tenements and heredita-  
 ments whatsoever, of them the said *Edward Lord*  
*Herbert*, and *Richard Herbert*, or either of them  
 where-

whereof they the said E. Lord H. and R. H. or either of them are to stand seized of any estate or inheritance, within the Kingdome of *Ireland*, by such name or names, quantities, qualities, contents and numbers of acres of things, in such manner and form as by the said E. L. H. and R. H. or either of them shall be reasonably devised, or advised and required, in and by which fine or fines so as aforesaid, or in any other sort to be levied and acknowledged, the said E. L. H. and R. H. shall acknowledge the said Mannors, Lordships, Messuages, Lands, Tenements, hereditaments, and all and singular other the premises, with their and every of their appurtenances, to be comprized in every such fine, to be the right of the said M. L. as those which the said M. L. and G. H. have, of the gift of the said E. L. H. and R. H. the which said fine or fines so as aforesaid, or in any other sort to be levied and acknowledged, shall be and enure, and shall be deemed, adjudged, esteemed, reputed, and taken to be and enure, to the use and behoof of the said, M. L. L. and H. G. and their heires, to the intent and purpose that they the said M. L. L. and H. G. may become perfect tenants of the freehold of the said mannors, messuages, lands, tenements, hereditaments and premises, with their appurtenances, whereby one or more perfect common recovery or recoveries, shall or may thereof be had and suffered, in manner and form hereafter following; for which intent and purpose, it is hereby further covenanted and agreed, by and between the said parties to these presents, that it shall and may be lawfull to and for the said I. E. of B. and E. H. to bring, pursue and prosecute against them the said M. L. L. and H. G. one or more writs of every *sur disseisin en le poss*, of and for the said Mannors, Lordships, Messuages,

surages, lands, tenements, rents, hereditaments, and  
 all and singular other the promisses, with their and e-  
 very of their appurtenances, by such name or names,  
 quantities, qualities, contents and numbers of acres  
 and things, in such sort, manner and form, as by the  
 said E L H and R H or their, or either of their Coun-  
 sel learned in the Law, shall be reasonably devised, ad-  
 vised and required; the which said writ or writs of entry  
*sur disseisin or le port*, so as aforesaid, or in any other  
 sort to be had or brought, shall be returnable in such  
 Courts, and before such Judges or Justices, as the  
 said E L H and R H or the survivor of them, his or  
 their Counsel learned in the Law shall advise or think  
 fit, before the end of *Michaelmas* term next ensuing  
 after the date of these presents, and the said M K K  
 and H G shall thereunto appear *gratis*, and vouch  
 over to warranty the common vouchet, who shall also  
 appear, and after imparlance had, shall make default  
 and depart in contempt of the said Court, whereby  
 one or more perfect common recovery or recoveries,  
 shall or may be had or suffered against them the said  
 M L L and H G of and for the said Mannors,  
 Lordships, messuages, lands, tenements, heredita-  
 ments and premisses, with their appurtenances, accor-  
 ding to the usual course of common recoveries in such  
 case used and accustomed, for assuring of lands and  
 tenements, the which said common recovery or reco-  
 veries, so as aforesaid, or in any other manner to be  
 had and suffered, and all other common recoveries,  
 fines, feoffments, conveyances and assurances in the  
 Law whatsoever, since the death of the said Lady *Mary*  
*Herbert* wife to the said *Edward* Lord *Herbert*, had,  
 made, levyed, suffered, acknowledged or executed, or  
 at any time hereafter to be made, levyed, suffered, ac-  
 knowledged or executed, by or between the said Par-  
 ties to these presents, or any of them, or whereunto  
 they

they or any of them shall be partless, of or concerning the said manors, messuages, lands, tenements, hereditaments or premises, or any of them, or any part or parcel of them or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure to the uses, behoofs, intents, and purposes, and with, upon and under such provisos, conditions, powers and limitations, as are hereafter in and by these presents mentioned, declared, limited and appointed (that is to say) as for and concerning all and singular the said messuages, farms, lands, tenements and hereditaments, in *Tate-ne* in the said County of *Monmouth*, &c. to the use and behoof of the said *Richard Herbert*, his heirs and assigns for ever; and as for and concerning all and every other the manors, messuages, lands, tenements, meadows, lealows, pastures, feedings, commons, woods, under-woods, rents, services and hereditaments whatsoever, of them the said *Ed. L H* and *R H* or either of them, with their and every of their appurtenances in the said County of *Monmouth*, to the use and behoof of the said *Richard Herbert*, for and during the term of his natural life, without impeachment of or for any manner of waste, and with full power to do or commit waste; and after the decease of him the said *R H* to the use and behoof of the said *E. L H* for and during the term of his natural life; and after the decease of the said *E. L H* to the use and behoof of *Edward Herbert*, eldest son of the said *Richard Herbert*, and of the heirs males of his body, lawfully to be begotten, and for default of such issue to the use and behoof of *John Herbert*, second sonne of the said *Richard*, and of the heirs males of his body lawfully to be begotten; and for default of such issue, to the use and behoof of *Richard Herbert*, third Son of the said *R H* party

to these presents, and of the heirs males of the body of *Richard Herbert* son of the said R. H. Party to these presents, lawfully to be begotten; and for default of such issue, to the use and behoof of the fourth son of the body of the said *Richard Herbert* Party to these presents, on the body of the Lady *Mary Herbert* his wife, daughter of the said *Jo. E. of B.* begotten or to be begotten, and of the heirs males of the body of such fourth son lawfully to be begotten, and for default of such issue, to the use and behoof of the fifth sonne of the body of the said *Richard Herbert* Party to these presents, on the body of the said Lady *Mary Herbert* his wife, begotten or to be begotten, and of the heirs males of the body of such fifth son lawfully to be begotten, and so the sixth, seventh, eighth, ninth, and tenth, and for default of such issue, to the use and behoof of all and every other sonne and sonnes of the body of the said *Richard Herbert* party to these presents, to be begotten successively one after another, as they and every of them shall be in seniority of age, and priority of birth, the eldest of the said sonnes, and the heirs males of his body, being ever preferred before the younger of the said sonnes, and the heirs males of his body, and for default of such issue, to the use and behoof of *Edward Herbert*, second sonne of the said E. Lord H. and of the heirs males of his body lawfully begotten or to be begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Richard Herbert* Esquire, deceased, father of the said *Edward Lord Herbert* lawfully begotten, and for default of such issue, to the use and behoof of the heirs males of the body of *Edward Herbert*, grandfather to the said *Edward Lord Herbert*, and for default of such issue, to the use and behoof of the right heirs of him the said *Richard Herbert*, sonne of the said

*Edward Lord Herbert* for ever. And as for and concerning the mannors, Lordships, messuages, mills, lands, tenements, orchards, gardens, rofts, crofts, meddows, leasowes, pastures, feedings, woods, underwoods, rents and hereditaments whatsoever of the said *Edward Lord Herbert*, and *Richard Herbert* his Son, or either of them, with their and every of their appurtenances in the said County of *Anglesey* to the use and behoof of the said *J. Earle of Bridgewater*, and *Edward Herbert* party to these presents, and of their heirs and assigns for ever, upon trust and confidence neverthelesse; and to the end, intent and purpose, that they the said *John Earle of Bridgewater*, and *Edward Herbert* party to these presents, and the survivor of them and his heirs, shall and will at his and their free-will and pleasure, sell, convey, and assure the said mannors, lands, and premisses in the said County of *Anglesey*, and every part thereof, for the best benefit, profit and advantage, which shall or may be (*bona fide*) had or gotten for the same, and that the money to be raised by every or any such sale, and as every such sale shall be made, shall be forthwith paid and disposed of as followeth, that is to say, out of the money that shall be raised by sale of such of the premisses in the said County of *Anglesey*, as were the lands of Dame *Herbert* late of, &c. there shall be forthwith, and in the first place so much money paid to the said *Ed. Lord Herbert*, his executors or administrators, as according to the true yearly value of those lands, shall come to five years and an half purchase, and the residue of the moneys that shall be raised by the sale of the same lands, which were the lands of Dame *Herbert* late of, &c. shall be disposed of for and towards the payment and of the debts of the said *Richard Herbert* party to these presents, and summes of money mentioned in the Schedule hereto



indexed, as the said *Jo. Earle of B.* and *Richard H.* party to these presents, or the survivors of them shall think fit, and of the money that shall be raised by the sale of the residue of the said manors, lands and premises in the said County of *Anglesey*, there shall be forthwith and in the first place, so much paid to the said *Ed. Lord H.* his executors or administrators, as according to the yearly value of the same manors, &c. shall come to 16. years purchase; and if those manors and lands shall be sold for more than 16. years purchase, then the one moiety of such surplussage (if any shall be) shall be forthwith and in the first place paid to the said *Ed. L. H.* his exec. or administrators, & the other moiety thereof shall be disposed of, for and towards the payment of such of the debts of the said *Richard Herbert* party to these presents, and summes of money mentioned in the said Schedule, as the said *John Earle of B.* and *Edward Herbert* party to these presents, or the survivor of them shall think fit, and the over-plus thereof, (if any shall be) shall be paid to the said *Richard Herbert* or to such other person or persons as he, the said *Richard Herbert* party to these presents, by any writing under his hand and seal, shall direct, nominate and appoint, to be disposed of in the buying of land, to be estated in the same manner, as the lands in the said *C. of Carnarvan* are by these presents limited; and for want of such direction, nomination or appointment, to the executors or administrators of the said *Richard Herbert* party to these presents, the further trust, intent and meaning of these presents, and the parties hereunto being, that the said *Edward Lord Herbert*, his executors, administrators or assigns, shall or may have, receive and take, to his and their own proper use all and singular the rents, issues, revenues and profits, of the said manors, lands and premises hereby limited and in-

intended to be sold, untill sale shall be thereof made as followeth. Provided always, and it is hereby declared and agreed, by and between all and every the said parties to these presents; and the true intent and meaning of them and of these presents, is, that it shall and may be lawful, to and for the said *Ed. CH* (paying to Sir *Richard Eaton* of *Newport* in the County of *Salop*, *Kn ght*, his executors and administrators, to be disposed according to the trust hereafter mentioned, the summe of 1000 l. of good and lawful money, or such lesse summe of money, as the said *J<sup>r</sup>* Earle of *Bridgewater* and *Edward Herbert* party to these presents, or the survivor of them shall think fit and appoint,) at any time or times during the term of his natural life by Indenture, or by any deed or deeds, writing or writings, to be by him the said *Ed. Lord Herbert* sealed and subscribed in the presence of two or more credible witnesses, to declare, limit and appoint, all or any the said manors, messuages, lands, tenements, rents, hereditaments and premises, with their appurtenances in the said County of *Monmouth* (the said capital messuage called by the name of *St. Julians*, and the lands late in the tenure or occupation of *John Morgan* Esquire, and the lands and tenements, whereof the use is herem before limited to the said *Richard Herbert* party to these presents, or the Survivor of them in possession always excepted and reserved) to and for the joynture of any wife or wives, which he the said *Edward Lord Herbert* shall hereafter happen to marry, for and during the natural life and lives of such wife and wives, or for any number or term of years determinable, upon her or their life or lives, the same to take effect after the death of the said *Edward Lord Herbert*; and that then and so often, and from thenceforth, the said *Recovery* or *Recoveries* shall be and enure, and the *Re-*

coverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said manors, messuages, lands, tenements and hereditaments in the said County of *Monmouth*, with their rights, members and appurtenances, or of or in so much or such part thereof, of, for and concerning the which such Indenture, deed or writing shall be made by the said *Edward Lord Herbert*, as aforesaid, for the joynture of any such wife or wives, or number of years determinable, upon her or their life or lives, as aforesaid, according to the true intent and meaning of the said Indenture, deeds and writings and of these presents. And it is hereby declared and agreed by and between the said parties hereunto, that the said sum of 1000 l. herein before mentioned, or such lesse summe as aforesaid, to be paid by the said *Edward Lord Herbert* to the said *Richard Eaton*, as aforesaid, shall go and be employed upon the trust herein after following (*viz.*) in case the debts and summes of mony mentioned in the Schedule hereunto annexed, be not then paid, then the same, or so much thereof as shall be sufficient to pay and satisfie such of the said debts or summes of money mentioned in the said Schedule hereunto annexed, as the said *Jo. Earle of Bridgewater*, and *Edward Herbert*, party to these presents, or the survivor of them and his heirs shall think fit, shall be disbursed and employed to that purpose, and after the said debts and summes of money, or such of them as the said *Jo. Earle of Bridgewater* and *Edward Herbert* shall think fit, shall be paid or satisfied, then the surplusage (if any be) of the said one thousand pounds, or such lesse summe as aforesaid, shall be disposed and employed, for the purchasing and buying of lands, tenements and hereditaments to be setled on the said *Edward Herbert* party to these presents, for and during the term of his natural life, and

and after his decease to the use and behoof of such person and persons, and in such manner and form as the said lands, tenements and hereditaments in the County of *Monmouth* herein before limited, to the said *Richard Herbert* Party to these presents, for his life, with remainders over, are limited, estated and settled: Provided alwayes, and it is covenanted, granted, condescended, concluded and agreed by and between all the said parties to these presents, and the true intent and meaning of them and every of them, and of these presents is, that if the said *Richard Herbert* Party to these presents, or some other person or persons, to whom any estate is hereby limited or intended to be limited, of and in the said mannors, lands, tenements and hereditaments within the Kingdom of *Ireland*, or any of them, their or some of their heirs or assigns, or some of them, shall not within two years next after the decease of the said *Edward Lord Herbert*, well and truly pay or cause to be paid to the said *Edward Herbert*, son of the said *Edward Lord Herbert*, (if he the said *Edward Herbert*, son of the said *Edward Lord Herbert*, shall so long live,) the sum of 2000 l. of, &c. that then and immediately after such default of payment, all and every use and uses herein before limited and declared as for and concerning all and every the mannors, lands, tenements and hereditaments, within the Kingdom of *Ireland*, shall cease and be void, and then also and from henceforth the said recovery and recoveries, so as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in all and singular the mannors, lands, tenements and hereditaments with their appurtenances within the said Kingdom of *Ireland*, to the use and behoof of the said *Edward Herbert*, son of the said

Edward Lord Herbert, his heirs and assigns, untill he or they shall and may, out of the rents, issues and profits thereof, have fully levied and received the said summe of 2000 l. together with consideration after the rate of 8 l. per centum, per annum, for the forbearance thereof, from the end of the said two years next ensuing the death of the said Edward Lord Herbert, and all damages, costs, and charges which he the said Edward Herbert, Son of the said Edward Lord Herbert, his heirs, executors or administrators, shall sustain to be put unto, in or about the recovery of the said premises, or of the said summe of 2000 l. or any part thereof, or in or about any suit concerning the same: Provided also, and it is covenanted, granted, condescended, concluded and agreed, by and between the said parties to these presents; and the true intent and meaning of them, and every of them, and of these presents is, that it shall and may be lawful to and for the said Richard Herbert party to these presents, by Indenture, or by any deed or deeds, writing or writings, indented or poll, to be by him the said Richard Herbert party to these presents, sealed and subscribed in the presence of two or more credible witnesses, to declare, limit, or appoint all or any of the said manners, Lordships, messuages, lands, tenements, hereditaments and premisses, in the Kingdome of Ireland, to and for the joynture of any wife or wives, which he the said Richard Herbert shall hereafter happen to marry, or to take to wife, for and during the natural life or lives of such wife or wives, or for any number or term of years determinable, upon her or their life or lives, the same to take effect upon the decease of the said Edward Lord Herbert and Richard Herbert, and the survivor of them to be subject to the use herein before limited, to the said Edward Herbert, Sonne of the said Edward Lord Herbert.

bert and his heirs in the manner aforesaid, and then  
 and from thenceforth the said recovery and recover-  
 ies shall be and enure, and the Recoverer and Reco-  
 verers therein named, his and their heirs shall stand  
 and be seized of and in the said mannors, Lord-  
 ships, messuages, lands, tenements, hereditaments and  
 premises in the Kingdome of Ireland, with the  
 rights, members and appurtenances thereof, or of or  
 in so much, or such part thereof, for or concerning  
 which such Indenture, deed or writing, shall be made  
 by the said *Richard Herbert* as aforesaid, for the life  
 of any such wife or wives, or number of years deter-  
 minable upon her or their life or lives as aforesaid, ac-  
 cording to the true intent and meaning of the said  
 Indenture, deeds or writings, and of these presents,  
 subject nevertheless to the said use herein before li-  
 mited, to the said *Edward Herbert*, son of the said  
*Edward Lord Herbert* his heirs and assigns in  
 manner aforesaid: Provided also, and it is neverthe-  
 lesse covenanted, concluded, condescended and a-  
 greed by and between the said parties to these pre-  
 sents, that it shall and may be lawful to and for the  
 said *Richard Herbert* party to these pr sents, at all  
 or any time or times hereafter, during his natural life,  
 being then actually seized of the immediate estate of  
 free-hold in possession, of or in the said mannors,  
 lands, tenements, hereditaments and premises, or  
 any of them, by virtue or means of the said Recove-  
 ries or any of them, and of these presents, or of any  
 the limitations of uses herein limited, to demise or to  
 farm-let by Indenture or Indentures, such or so  
 much of the said mannors, lands, tenements, heredi-  
 taments and premises, whereof he shall be then so  
 seized in possession of such estate as aforesaid, or any  
 part thereof chargeable and charged, neverthelesse  
 with their liberties and powers herein contained, and  
 with



with the terms and estates thereof, thereby, or in pursuance thereof made or raised unto any person or persons whatsoever in possession, for any number of years, not exceeding the number of twenty one years, from the making thereof in possession, or for the term of three lives, or for any fewer number of years or lives, or for any number of years determinably on three lives, or any fewer number of lives in possession, so as upon every such demise, lease or grant so to be made as aforesaid, there be reserved respectively such rents and services, as at any time within the space of seven years last past, before the date of these presents, have been reserved for the same, or more or greater rent payable for the same during the continuance of every such several or respective demise or lease, so to be made as aforesaid, to such person and persons, as by force of these presents, shall or ought to have the immediate reversion or remainder thereof, and that immediately from and after every or any such time, as any such several and respective demise, lease or grant shall be made as aforesaid, the recovery and recoveries, and every of them shall be and enure, and shall be taken to be and enure; and the said recoverer and recoverers in the said recovery named, and every of them, their and every of their heirs, and all and every other person or persons, which at any time hereafter shall be seized of such parts and parcels of the premises as shall be demised or leased as aforesaid, shall stand and be seized thereof, and of every part thereof, to the use and behoof of such several and respective person and persons, to whom any such demise or lease shall be so made as aforesaid, their several and respective executors, administrators and assigns, to such several and respective estate and estates, term and terms, and in such manner and form, as in such several and respective



respective demises or leases to be made, as aforesaid, shall be mentioned and expressed, subject to the rents, covenants, conditions, provisoes, and agreements as therein shall be severally and respectively contained and expressed, and of the reversion and reversions, remainder and remainders thereof, to the use of such person or persons, as by force of these presents shall or ought to have the immediate reversion or remainders thereof, any thing, &c. Provided alwayes, and it is, &c. and the true intent, &c. is that it shall and may be lawful, to and for the said *Richard Herbert* Party to these Presents, at any time or times after the decease of the said *Edward Lord Herbert*, during his natural life, by Indenture, deed or writing to be by him the said *Richard Herbert* party to these presents, sealed and subscribed in the presence of two or more credible witnesse, to make any lease, or leases, demises or grants, of all or any part of the said manors, lands, tenements and premises with their appurtenances, as well those within this Realme of *England*, and the principality of *Wales* as those within the said Kingdome of *Ireland*, (except such of the mannors, lands, tenements and premisses in the said County of *Monmouth*, as shall be limited to or for the joynture of such wife or wives as the said *Edward Lord Herbert* shall hereafter marry, for and during the life or lives of such wife or wiyes only) for the term of twenty one years, or under, or for one, two three, or more lives, or for any number or term of years determinable, upon one, two, three or more lives in possession or reversion or otherwise, with reservation of rent, or without reservation of rent, at his and their will and pleasure unto any person or persons, subject neverthelesse to the use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his heirs and assigns in manner a-fore-

foresaid, upon trust for the raising of the several portions herein after mentioned, for such daughter and daughters, as the said *Richard Herbert* son of the said *Edward Lord Herbert* shall happen to have, and not otherwise; provided (that is to say) if one daughter only, then for the raising of 3000 l. for that daughter; if more than one daughter, then for the raising of 2000 l. apiece for each and every one of the said daughters; and that all or every such lease or leases, demises or grants so to be made as aforesaid, shall stand and be good and effectual in the law, to all intents and purposes; and that the said Recovery and Recoveries so as aforesaid, or in any other sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their heirs, shall stand and be seized of and in such part, and so much of the manors, messuages, lands and premisses, with the appurtenances, as shall be so demised or leased as aforesaid, and every part thereof, (except as is before excepted) to the use of such person and persons, his and their executors, administrators and assigns, to whom such demises, leases or grants shall be so made as aforesaid for and during such leases, estates, and terms as shall be so demised and granted as aforesaid, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, Son of the said *Edward Lord Herbert*, his heirs and assigns, in manner aforesaid; provided also, and it is, &c. and the true intent, &c. that it shall and may be lawful to and for the said *Richard Herbert* party to these presents, from time to time, and at all times during his natural life, by any his deed or deeds, writing or writings, indented or poll, to be by him the said *Richard Herbert* party to these presents, signed, sealed, and delivered in the presence of two or more credible witnesses, to revoke, annulate, frustrate and make void all or any of the use

use or uses, estate or estates, or limitations herein before limited, declared and appointed, of, for or concerning any three plough lands of the premises, in the Kingdom of Ireland, not exceeding in the whole the clear yearly value of 150. l. *per annum* over and above all charges and reprises, other than the use herein before limited to the said *Ed. Herbert* son of the said *Edward Lord Herbert*, and his heirs in the manner aforesaid, and other than the use herein before limited to the said *Edward Lord Herbert* for his life, and that then and from thenceforth, the use and uses, estate and estates, and limitations herein before declared, limited or appointed, of, for or concerning such of the last mentioned premises, for or concerning which any such nomination shall be so had or made, other than the uses herein before limited, to the said *Edward Lord Herbert* and *Edward Son* of the said *Edward Lord Herbert*, and his heirs, in the manner aforesaid, shall cease, determine and be utterly revoked, frustrate and made void: and then also it shall and may be lawful, to and for the said *Richard Herbert* party to these presents, by the same deed or deeds, or by any other deed or deeds to be signed, sealed and delivered by him the said *Rich. Herbert*, as aforesaid, to declare, limit or appoint, any other new use or uses, estate or estates whatsoever, of the said premises, of, for or concerning which any such revocation shall be so made, or any part or parcel thereof, unto any person or persons whatsoever, subject nevertheless to the said use herein before limited, to the said *Edward Herbert*, son of the said *Edward Lord Herbert* and his heirs in the manner aforesaid, any thing in these presents contained to the contrary thereof in any wise notwithstanding: and that then also and from thenceforth the said recovery & recoveries, as to such of the premises, concerning which any such revoca-

ca-

cation and new declaration shall be so made, to such u-  
 ses intents and purposes, as the said *Richard Herbert*  
 party to these presents, by any such deed or deeds, as  
 aforesaid, shall declare, limit, or appoint. Provided also,  
 and it is, &c. that if the said *Edward Lord Herbert*,  
 and *Richard* his Son, shall both of them be minded  
 to make sale of the manors, lands, tenements and  
 hereditaments within the County of *Monmouth*; or  
 any of them (other than such as herein are before li-  
 mitted, to the said use of the said *Richard Herbert*  
 party to these presents, and his heirs in possession)  
 which sales is not meant or intended by any of the  
 parties to these presents to be made, but for raising of  
 money to be employed and bestowed upon the purchase  
 of some other lands of as good value, or in some o-  
 ther place or places, to be settled and estated, to the  
 same uses and estates, and with the same powers and  
 provisoes, and in the sort and manner, as those lands  
 so to be sold, are hereby limited and mentioned to be  
 settled and estated, and being both so minded, shall at  
 any time during their joynt lives, by any deed or  
 deeds, writing or writings, to be by him the said *Ed-  
 ward Lord Herbert*, and *Richard Herbert* his Son  
 party to these presents, sealed and subscribed in the  
 presence of two, &c. declare and publish their minde,  
 intent and meaning to be, to revoke, alter and  
 frustrate the said uses and estate, before in these pre-  
 sents mentioned, declared, limited or appointed, or  
 any of them, or for or concerning the last mention-  
 ed manors and premisses, or any of them, or any  
 part or parcel thereof, or any of them, that then from  
 and after such declaration and publication, so to be  
 made as aforesaid, the same use and uses, estate and e-  
 states, in and by these presents limited, expressed, de-  
 clared or appointed, of, for or concerning the which  
 any such declaration or limitation shall be made as a-  
 fore-

foresaid, shall cease and become utterly void, frustrate and of none effect, to all intents, constructions and purposes whatsoever, and that then and from thenceforth the said recovery and recoveries so as aforesaid, or in any other sort to be had and suffered, shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs shall stand and be seized of and in the said mannors, lands and premisses last mentioned, or so much or such part thereof, concerning which any such declaration or publication shall be made as aforesaid, to such uses, intents, trusts and purposes as the said *Edward Lord Herbert* and *Richard* party to these presents, by any deed or deeds, &c. sealed and subscribed in the presence of two, &c. shall declare, limit or appoint, And it is further, &c. for the consideration aforesaid, that in case any of the said mannors, intended to be comprized in the said fine or fines, recovery and recoveries, shall be omitted or left out, and not be comprized in the said fine or fines, recovery or recoveries, or in case there shall happen to be any defect in the assurance of the premises, or any of them, according to the true, &c. that they the said *Edward Lord Herbert* and *Richard Herbert* party to these presents, their heirs and assigns, and all and every other person and persons, which now are, or hereafter shall be seized of, and in such of the said mannors, &c. as shall be so omitted or left out, and not to be comprized as aforesaid, or whereof such fine or fines, recovery or recoveries shall not be levied and had, or whereof the assurance hereby intended to be made, shall be any way defective, shall stand and be seized thereof, and every part and parcel thereof, with their and every of their appurtenances, and the reversions thereof, to and for the several and respective estate and estates thereof, hereinbefore severally and respectively limited unto them

hem, or any of them, as aforesaid, under the several provisoes herein before mentioned, and to none other uses, intents and purposes. In witnesse, &c.

I W being seized of a Mannor, and other lands, (conceiving he should die without issue, and intending to settle the same to good uses,) by deed, granteth and conveyeth the same to A B C &c. in trust, to the use of himselfe for life, and after of Rachel his wife for life, the Remainder to the heirs of his body, and in default of such heirs, to grant the same as he should by will or other writing, limit or appoint, &c. with several Provisoos, &c.

**T**His Indenture made, &c. between I W of, &c. of the one part, and A B C D &c. of the other part witnesseth, that the said I W for and in consideration of the better confirmation and stren thening of a Joyncture already made and granted to R his now wife, and for her better maintenance and livelihood in time to come, and for the natural love and affection which the said I W beareth to the heirs of his body, begotten and to be begotten, and for settling and establishing of the inheritance of the lands and tenements hereafter mentioned, to and in the said A B C D &c. and their heirs to the uses, intents and purposes hereafter specified: Hath given, granted, enfeoffed and confirmed, and by, &c. unto the said A B C D &c. their heirs and assigns for ever, all that the mannor capital messuage, and farm of B in &c. with the rights, members, and appurtenances thereof; and all that the Advowson, Patronage and Gift of the Parish Church of B, and all and all manner of houses, edifices, dove-houses, &c. and all those thirteen messuages or tenements, &c. and all shops, sellers

sellers, sollers, &c. and all and other the messuages  
 lands, tenements, reversiones, services and heredita-  
 ments whatsoever, which he the said I. W. standeth  
 seized of any estate of inheritance, within the Coun-  
 ties of, &c. aforesaid, or elsewhere within the Com-  
 mon-wealth of *England*; and the reversion and re-  
 versiones, remainder and remainders of all and singu-  
 lar the said premisses, and all rents and yearly profits  
 reserved, due or payable by or upon any demise, lease  
 or grants, demises, leases or grants made of the said  
 premisses, or any part thereof, and all the estate, right,  
 title, interest, claim and demand whatsoever, of him  
 the said I. W. of, in and to the same premisses, and e-  
 very or any part or parcel thereof, and also such  
 deeds, charters, &c. to have and to hold the said  
 manors, messuages, farms, tenements, and rectory,  
 and all & singular other the premisses before by these  
 presents granted or mentioned, meant or intended to  
 be granted, with their and every of their appurtenan-  
 ces, unto the said A. B. C. D. &c. their heirs and assigns  
 for ever, to the uses, intents and purposes hereafter  
 in these presents limited, expressed and declared, and  
 to none other use intent or purpose (that is to say) as  
 for touching and concerning the said Mannor, capi-  
 tal messuage and farme of *Burnet*, and all land,  
 meadows, pastures, &c. And the said rectory and  
 Parsonage of *Chewton*, alias *Chewton*, and with the  
 rights, members and appurtenances thereof, and all  
 and all manner of tithes of corn, hay and wool, and all  
 obligations, obventions, profits, commodities and he-  
 reditaments whatsoever, coming, growing, yearly re-  
 newing or happening in *Chewton* aforesaid or else-  
 where, to the said rectory or parsonage belonging, or  
 in any wise appertaining, and the said messuage of  
 tenement, &c. and the said three messuages or te-  
 nements, &c. and all sellers, sollers, houses, &c. and



the reversion and reversions thereof, &c. and all rents, and services thereunto belonging, or in any wise appertaining, to the use and behoof of I. W. and his assignes, for and during the term of the natural life of the said I. W. without impeachment of, or for any manner of waste; and after the decease of the said I. W. then to the only use and behoof of the said Rachel, for and during the term of her natural life, for and in the name of her joynture, and in full recompence of her dower and title of dower which she the said Rachel shall or may have, of or to the lands, tenements and hereditaments of the said I. W. and after the decease of the said I. W. and Rachel, then to the use and behoof of the heirs of the body of the said I. W. lawfully begotten or to be begotten; and for default of such issue to the use and behoof of the said A. B. C. D. &c. their heirs or assignes for ever, upon this hope, trust & confidence nevertheless in them reposed by the said I. W. that they the said A. B. C. D. &c. and the survivors and survivor of them, and his and their heirs and assignes, and at all times after the ending of the said estates of the said I. W. and Rachel his wife, of and in the said manners and premises to them above limited, make such grants and conveyances of the same, and dispose, distribute and employ the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said I. W. in his last Will and Testament in writing, (by him) to be subscribed with his own hand, and sealed with his seal in the presence of three or more witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many witnesses, as aforesaid, shall nominate, declare or appoint; and for and in default of such nomination or appointment, then that the persons trusted, and the survivors and survivor of them, his and their heirs and assignes shall

shall convey and assure the said manor and premises, to and on the right heires of the said I. W. for ever; and as for, touching and concerning all other the said messuages, lands, tenements and premisses, residue with the appurtenances, whereof no use is before by these presents limited or declared, to the use and behoof of the said I. W. and of the heires of his body lawfully begotten, and to be begotten; and for default of such issue, to the use and behoof of the said A. B. C. D. &c. their heires and assignes for ever, upon the like hope, trust and confidence in them reposed, that they the said persons trusted, and the survivors and survivor of them, and his and their heires and assignes, at all times, from and after such time as the said I. W. shall be dead, without heir of his body, shall make such grants and estates of the said lands, and premisses, residue, &c. or any part or parts thereof, and distribute, dispose and employ the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said I. W. by his last Will and Testament in Writing, to be by him subscribed with his own hand, and sealed in the presence of three or more Witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many Witnesses as aforesaid, shall nominate, declare, limit and appoint, and for & in default of such nomination or appointment, then that the said person or persons trusted, and the survivors or survivor of them, his and their heires and assignes, shall convey and assure the same lands and premisses, residue with the appurtenances, to and upon the right heirs of the said I. W. for ever. Provided alwayes, and it is fully and plainly covenanted, concluded and agreed, by and between the said Parties to these presents, for them, their heirs and assignes, that it shall be lawful to and for the said *John W.* and that

the said I. W. shall have full power and authority from time to time, and at all times hereafter, at will and pleasure, by his Deed or Deeds in writing to demise, grant, and to farm-let, all or any the said Mannor, messuages, lands, tenements, and hereditaments, and every or any part or parts thereof, as well in possession as in reversion, or in possession or in reversion, unto any person or persons for one, two or three lives, or for any number of years whatsoever, by, and under such rents, reservations, covenants, conditions, limitations and agreements as to him shall seem meet, or without any rent, reservation or condition at his will and pleasure, and that when and as often as any such demise, grant or lease shall be so made by the said I. W. of the premises, or any part or parts thereof, the said Parties trusted, and every of them, and the survivors and survivor of them, and every of them, and his and their heires and assignes, shall stand and be seized of such part, parts and parcels of the said mannor, messuages, farms, tenements, rectory and premises, as shall be so demised, leased or granted, immediately from and after every such demise, lease or grant made, to the use and behoof of every such person and persons to whom any such lease, demise or grant shall be so made, and of their executors, administrators and assigns respectively, only for and during the continuance of the estate, and estates, term and terms, interest and interests to be limited and expressed, in such lease, demise or grant, under such rents, reservations, condition and conditions, limitation and limitations, as in or by such leases, demises or grants shall be limited, expressed or contained respectively, according to the intent, purport, and true meaning of every such demise, grant and limitation, and of the reversion and reversions, rents and services reserved, and depending.

ing upon the same Leases and grants, and also after the end and expiration of every such Demise, lease and limitation to be made, and as the same shall respectively end and determine then from time to time of all and every such part and parts of the premises as shall be so demised, leased or limited, as aforesaid, to the use of such person and persons, and in such manner and form, and of such estate and estates, with such remainder and remainders over, as are before, herein and hereby limited, appointed and declared, and to none other use, intent or purpose. Provided likewise, and it is further covenanted, concluded, condescended unto and agreed by and between the said Parties to these presents, that if the said I. W. do and shall at any time or times hereafter, in or by any writing under his seal, and by him subscribed with his hand in the presence of three or more witnesses, signifie and declare that he is minded to alter, change, revoke, determine, frustrate, or make void all or any the uses or estates hereby made, limited or appointed, that then and from thenceforth all and every such use and uses, estate and estates, whereof or concerning which he shall so signifie or declare his said mind as aforesaid, shall respectively be frustrated, void, revoked, determined, and of no force or effect, only of, for and concerning all such and so much of the said Mannor, Rectory, Farms, lands and premises before herein mentioned, whereof he the said I. W. shall so signifie and declare his minde as aforesaid, and then and from thenceforth this present Feoffment and grant shall enure and be, and the said A. B. C. D. &c. and their heirs shall stand, and be seized of, for and concerning all such and so much of the said Mannors, lands and premises, whereof or concerning which he the said I. W. shall so signifie and declare his mind as aforesaid, to the only use of

such person and persons, and of and for such estate and estates, and with such remainder & remainders thereof over and for, upon and under such conditions and provisoes, and in such manner and form as the said I W shall by any such writing or writings, by him to be subscribed and sealed as aforesaid, limit or appoint, any thing in these presents contained, or any other matter or cause to the contrary thereof in any wise notwithstanding. In witnesse, &c.

*Note.*

This precedent Deed was executed with livery and seizin, & attornment, the livery being severally made in the several Counties aforesaid.

The Donor made his Will, and thereby devised to the Mayor and Commonalty of B several annuities, to be issuing out of the Lands granted by the precedent, and appointed the same to be employed to charitable uses, and constituted *Rachel* his wife Executrix, and dyed without issue.

*The Executrix proved his will.*

**T**He Sisters and Sisters children of the Donor (as theirs at Law) question the validity of the Deed; whereupon the Mayor, Commonalty, and Feoffees in trust, exhibite their Bill in Chancery against the co-heirs and Executrix, and afterwards the matter coming to hearing, by decree the Deed and uses are confirmed.

*A Condition to pay money weekly.*

**T**He Condition, &c. that if the within bound A B C D E F and G H or any of them, or the Executors, administrators or assignes of them or any of them, do truly pay or cause to be paid to the within-named M P and I G or either of them, or to the Executors, administrators or assignes of them, or

either of them, at or in the, &c. the sum of 4 l. of, &c. in manner and form following, that is to say, every week weekly on the Saturday, in every week, one next and consequently ensuing another, the sum of two shillings, until the said sum of 4 l. shall be fully satisfied and paid, the first payment thereof to begin and to be made on Saturday next, being the 20 day of this instant moneth of September, within written, that then, &c. but if default shall be made of or in any of the payments, &c. that then, &c.

*A Condition to pay a sum of money, and three years payment given.*

**T**HE Condition, &c. that if the within bound I W his executors, administrators or assigns, or any of them do truly pay or cause to be paid to the above named I P his executors, administrators or assigns, the summe of 7 l. and 10 sh. of good and lawful money of England at or in the, &c. in manner and form following, that is to say, on the third day of January, which shall be in the year of our Lord 1632. 50 sh. thereof, on the third day of Jan. which shall be in, &c. 1633. 50 sh. more thereof, and on the third day of January which shall be in, &c. 1634. 50 sh. residue of the said sum of 7 l. 10 sh. without fraud or delay, that then this, &c. but if default shall be made of or in any of the said payments in part or all, then this, &c.

*A Condition to perform Covenants in a Lease, and not to seek for a new lease from the chief Land-lord.*

**T**HE Condition, &c. that whereas the within named M H by her Indenture of Lease, bearing  
H 4 date

date the day of the date within-written, hath leased unto the within bound E. M. part of a messuage or tenement called the *Peter and Paul* situate in *Pater noster Row*, in the Parish of *St. Michael* at *Quern* in *London*, from the Feast of the Nativity of *St. John Baptist* last past, before the date within written, for the term of twenty one years, as by the said Indenture of Lease, may appear; if therefore the said E. M. his Executors, administrators and assignes, and every of them, do well and truly observe, perform, fulfil and keep, all and singular the covenants, grants, articles, conditions and agreements, specified and declared in the said Indenture of Lease, which on his or their parts, are or ought to be observed, performed, fulfilled and kept in and by all things according to the tenor, purport, effect, and true meaning of the said Indenture: And further if the said E. M. his executors, administrators nor assignes, nor any other person or persons whatsoever, for him or them, or by his or their, or any of their means, occasion or procurement, do directly or indirectly procure, get or obtain, or endeavor or go about to procure, get or obtain any Lease or grant from the Mayor, Commonalty, and Citizens, of the City of *London*, of the said messuage or tenement, or any part thereof, or of that part of the said messuage or tenement, which he the said M. H. hath leased unto the said E. M. that then, &c. or else, &c.

*A Collateral Condition.*

**T**He Condition, &c. That whereas A. B. and C. D. Citizens and Drapers of *London*, by one obligation of the date within written, are and stand jointly and severally bound to the within named E. F. in 100 l. of, &c. with condition for the payment of 52 l. on the, &c. at or in the, &c. as by the, &c. and if in case



case the said A. B. and C. D. and either of them, and either of their executors, administrators and assignes, shall make default of and in the payment of the said summe of 52 l. to the said, &c. his executors and assignes on the day, and at the place of payment thereof aforesaid; if then the within bound L. M. his executors or administrators, do well and truly pay, or cause to be paid unto the said, &c. the sum of 52 l. within the space of eight dayes next after such default of payment made as aforesaid, he the said E. F. his executors, or administrators, upon the receipt thereof, delivering unto the said L. M. his executors or assignes, the above received Obligation uncanceled and undischarged, together with in an irrevocable, absolute and sufficient Letter of Attourney or assignment thereof, unto the said L. M. his executors and assignes, by and from the said E. F. his executors and assignes, and sealed and delivered in due form of law before two or three sufficient witnesses, at the least, that then, &c. or else, &c.

*A Collateral Covenant to the same effect.*

**T**O all People, to whom this present writing shall come, A. B. of; &c. sendeth greeting; whereas F. W. of, &c. hath at the special instance and request of the said A. B. taken and accepted of one obligation of the date hereof, wherein M. N. O. P. and Q. R. their executors, administrators and assignes, stand joyntly and severally bound unto the said F. W. in the summe of, &c. with condition thereon indorsed for the payment of, &c. at or in the, &c. as by the said obligation and condition may more plainly appear. Now know ye that the said A. B. doth for himselfe, his executors, administrators and assignes, covenant, promise and grant to and with the said F. W. his executors and assignes by these presents, that

that if the said M. N. O. P. and Q. S. their executors, administrators and assignes, and every of them shall make default of and in the payment of the said summe of, &c. unto the said F. W. his executors and assignes on the day, and at the place aforesaid, that then he the said A. B. his executors, administrators or assignes, shall and will well and truly pay or cause to be paid to the said F. W. his executors or assignes, the said summe of, &c. on the, &c. next coming after the date thereof, at or in the place, &c. without fraud or delay. He the said F. W. his executors or assignes, upon payment thereof, delivering to the said A. B. his executors or assignes, the above recited obligations, safe, whole, uncanceled and undischarged, together with a sufficient and absolute assignment thereof, or letter of Attourney irrevocable in due form of law, to be made, sealed and delivered by the said F. W. his Executors or Assigns, before two or three sufficient witnesses at the least, in witness, &c.

*A Condition to erect a Barn.*

**T**He Condition, &c. That if the within bound T S his executors, administrators or assignes do at or before the Feast-day of, &c. next coming after the date within written, at his and their own proper costs and charges, well, work-man-like, and sufficiently make, build, erect, set up, and fully finish, or cause to be made, &c. (in all things belonging to the art or trade of a Carpenter) in and upon one piece of ground, now in the occupation of, &c. one new Barn with twelve several bays or rooms in the same, of good, new and seasonable timber, and one strong door with 4 windows to the same, and the said Barn to contain in length 116. foot of assize, & in bredth 22. foot

foot, and in height eighteen foot of assize at the least, and also do, at or before the said Feast-day of, &c. make, or cause to be made, at his or their like costs and charges, within the said Barn so to be builded and set up, the one half and moiety thereof meet & convenient for a stable-room, and a sufficient floor for the same moiety, upon the main ground, with good, new and seasonable planks of Oaken timber, together with racks and mangers, sufficient and convenient for the same, and do also to the other moiety of the same bays or rooms, make one substantial floor of seasonable boards, and do likewise at his and their like costs and charges, find and allow all such nails, as shall be needful to be spent and occupied in and about the erecting, setting up and finishing of the same Barn and Stable with floors, racks, mangers, doors, windows and planks, (except if any be excepted) that then, &c. (or you may proceed thus) And the within named D. E. in consideration of the premises, is to pay unto the said T. S. his Executors or assignes 20 l. 10 sh. of, &c. in form following, viz. at the enfealing hereof 6 l. 8 sh. 4 d. thereof, which he hath paid accordingly on the, &c. and at the fully finishing of the same Barn as aforesaid, other, &c. in full payment of the said sum of, &c. that then, &c.

*A Condition, that whereas A. B. hath delivered a Bond and a Letter of Attorney to C. D. to recover a debt of, &c. the said C. D. is bound to re-deliver the Bond or the money.*

**T**He Condition. That whereas the within bound C. D. the day of the date within written, hath received and had of the within-named A. B. one Bond or Obligation, bearing date, &c. (and so recite the Bond)

Bond) as by the said Obligation and Condition may more plainly appear, which said Bond or Obligation, together with one other writing or letter of Attorney of the date within written, the said A. B. hath delivered to the said C. D. in trust only for the recovery and receiving of the said debt of, &c. mentioned in the condition of the said obligation, together with costs, damages and reasonable interest, if any shall be, of and from the said, &c. his executors or administrators; If therefore that the said C. D. his executors, administrators or assigns do at any time hereafter, within the space of one whole year next coming after the date within written, either well and truly pay, or cause to be paid to the said A. B. his executors or assigns the full sum of, &c. at or in the, &c. or otherwise re-deliver, or cause to be re-delivered to the said A. B. his executors or assigns, the said Obligation or Bond, and the said letter of Attorney, safe, whole, uncanceled and undischarged, and in as good condition as he received them, or either of them, (the perils and dangers of the Seas and Pirates only excepted,) within the time and space before limited, that then, &c. or else, &c.

*A Condition to pay a summe of money, at ones return  
from beyond Sea.*

**T**He Condition, &c. that whereas the within named A. B. the day of the date within written hath paid and delivered unto the within bound C. D. the summe of, &c. which said summe, the said A. B. is contented, that the said C. D. shall employ and adventure in a voyage, wherein the said C. D. is bound in the good ship called the, &c. unto the *East-Indies*, upon the condition that the said C. D. his executors, administrators or assigns, shall truly pay or cause to be

be paid unto the said A. B. his Executors or assignes, the full summe of, &c. at the return of the said C. D. and the said ship, or either of them, which shall first and next happen from the *East-Indies* aforesaid, into the Realme of *England*; If therefore the said C. D. his Executors, administrators or assignes, do or shall within one moneth, next after the return either of himself, or of the said ship, called the, &c. from the *East-Indies* aforesaid into the Realm of *England*, well and truly pay or cause to be paid to the said A. B. his executors or assignes, the said summe of, &c. of like lawful money of *England*, without fraud or delay, that then, &c. or else, &c.

*A Condition for delivery of Wool.*

**T**He Condition, &c. That whereas the within bound A. B. for the sum of, &c. to him by the within named C. D. in hand, at the sealing of this Obligation truly paid, whereof he the said A. B. acknowledgeth the receipt, hath bargained & sold to the said C. D. one hundred Todd of merchantable wool, good and lawful, viz. at the rate and price of 10 sh. the Todd; if therefore the said A. B. his executors, &c. do well and truly deliver, or cause to be delivered unto the said C. D. his executors, &c. all the said one hundred Todds of wool, sorted and packed by an indifferent sworn wool-packer, frank and free at the warehouse of, &c. on or before, &c. without any delay, that then, &c.

*Another Condition to deliver certain Todds of Wools.*

**T**He Condition, &c. That if the within bound A. B. & C. D. or either of them, or the executors, administrators or assignes of them, or either of them  
do

do well and truly deliver, and cause to be delivered unto the within named E. F. his Executors, &c. the full number or quantity of fourty Todds of good and merchantable wools of the proper sheeps growth of them the said A. B. and C. D. well washed and dried, and wrought by a sworn woolman, without cot, combar, gare or refuse, & to be weighed by the Todd, accompting and allowing eight and twenty pound weight of wool, with a reasonable list to every Todd, on or before the, &c. next ensuing the date within written, at or within the, &c. frank and free of all manner of costs, charges and payments, there to be demanded without fraud or delay, that then, &c. or else, &c.

*A Condition for the delivery of Cow-hides.*

**T**He Condition, &c. That if the above bound E F his Executors, administrators, assigns, or any of them do truly deliver, or cause to be delivered to the above named G H his Executors, administrators, or assigns, at or in *Leaden-hall yard London*, at or before the, &c. next coming, after the date of the above written, 19. Cow-hides, and one Steer-hide well tanned, and as good merchantable ware, as is usually sold in *Leaden-hall yard* aforesaid, which Hides the said G H before the enscaling hereof, hath delivered to the said E. F. to be tanned as aforesaid, and is to pay upon the full delivery of them to the said E. F. his executors or assigns, for tanning of the same Hides, the sum of 3 l. 6 sh 8 d. of lawfull money of *England* that then, &c. or else, &c.

*A Condition for delivery of Barly.*

**T**He Condition, &c. that if the within bound A. B. his executors and administrators or assigns, or any of them do well and truly deliver, or cause to be delivered to the within named C. D. his executors, administrators or assigns, at his Barn-door, situate, &c. 22. quarters of good, sweet, dry and merchantable barley in form following, *viz* 12. quarters on or before the, &c. and on or before, &c. the other ten quarters in full of the said 22. quarters, frank and free from all charges whatsoever, that then, &c. or else, &c.

*A Condition to make an assurance by a day.*

**T**He Condition, &c. that if the within bound A. B. his heires executors and administrators, do before the twentieth day of May next comming after the date within written, make or cause to be made unto the within named C. D. and to his heires and assigns, such a good, sure, sufficient and indefeasible estate of inheritance in the law, to the only use and behoof of the said C. D. his heires and assigns for ever, or to the use of such person, and his heirs and assigns for ever, as he the said C. D. shall then name and appoint, of and in all that messuages, &c. (as the bounds thereof are known) by deeds and evidences sufficient in the law, or by fine and recovery if need shall be or require, or by any other sure or lawful means, as by the said C. D. or his heires, or by the assigns of him or them, or by their or any of their Council learned in the law, shall be reasonably advised, devised or required, and also if the same messuages, &c. now are and be, and so from, &c. for ever shall remain, continue  
and



and be unto the said C. D. his heirs and assigns, or to such other person as he the said C. D. shall name and appoint, and his heirs and assigns free, clear and clearly acquitted, exonerated and discharged, or otherwise upon request sufficiently saved and kept harmlesse, of and from all and all manner of former and other bargains, sales, leases, gifts, grants, surrenders, and incumbrances whatsoever, (if need be you may proceed further,) and also if the said A. B. his heirs, &c. do at all times hereafter and from time to time, from and after the said, &c. for and during the space of ten years, upon reasonable request to be made by the said C. D. his heirs or assigns, do make, knowledge and execute, and suffer to be done and executed, all such further act and acts, thing and things, device and devices, for the better assuring and conveying of the premises unto the said C. D. his heirs and assigns, as aforesaid; be it by fine, feoffment, deed or deeds, inrolled or not inrolled, recovery, release, or by any other ways or means whatsoever, with warranty against the said A. B. his heirs and assigns, and all other claiming by, from or under him, them or any of them, or otherwise without warranty, as by the said C. D. his heirs or assigns, or by his or their Counsel learned, at his and their own proper costs and charges in the law shall be reasonably devised and required, that then, &c. or else, &c.

*A Condition for the renewing of a Lease, when the Lessor shall come to the age of twenty one years.*

**T**HE Condition, &c. that whereas the within bound R. R. and E. his wife, late wife of the within-named T. W. by deed indented, bearing date, &c. have

have demised, granted and to farm-letten unto the within named T. G. and A. P. all those Copyhold or customary messuages, lands, tenements, meadows, leasoes, pastures, commons, woods, underwoods and hereditaments commonly called or known by those several and proper names of, &c. or any of them, or by any other name or names, situate, lying and being within the Mannor or Lordship, and Parish of Woodford in the County of Essex; which were at the time of the decease of the said T. W. in the tenure or occupation of G. H. or his assignes: To have and to hold from the, &c. last past, before the date thereof, unto the end and term of forty years; from thence next ensuing, and fully to be compleat and ended, if the said E. shall happen so long to live, by the yearly rent of, &c. as by the said deed indented amongst other things, covenants, grants and articles, therein contained, whereunto relation being had more at large it may appear: if therefore the said R. R. and E. his wife, within one half year next after that the said E. shall come to and accomplish her full age of 21 years, upon reasonable request made by the said I. and A. or either of them, their executors or assignes at the now, &c. and at the only costs and charges for writing or otherwise if the said I. and A. their executors and assignes, shall make and seale, and as their deeds deliver to the said I. W. and A. P. their executors or assignes one Indenture of Lease, of all and singular the said Copihold or customary messuages, lands, tenements and hereditaments, before by the said deed indented, demised, and of every part and parcel thereof, and which Indenture so to be made, sealed and delivered, shall in all things, and in every covenant, grant and article of the same, agree *verbatim* with the said deed indented, which beareth the date within written, and not otherwise, save only that after the commencement and be-

beginning of the same, it shall be made to hold and continue the rest of the said term of forty years, which shall be then to come and unexpired, comprized in the said deed indented, which beareth the date within written, (viz.) to continue the rest of the year which shall be then to come, and no otherwise, that then, &c. or else, &c.

*A Condition to gather Rents, and to yield an account thereof.*

**T**HE Condition, &c. that if the within bound A. B. or his sufficient Deputy, do from henceforth during his natural life, well, truly and entirely, levy, collect and gather all and singular the rents, revenues, emoluments, perquisites of courts, issues and profits whatsoever, of or belonging to the Lordship or Manor of, &c. and of all the members and parcels of the same, at the Feasts of, &c. yearly during the said term, and all the same rents, &c. and all the money thereof coming, or hereafter to be coming of the same, and every or any part thereof, well and truly content and pay to the within named C. D. at the Feasts of, &c. yearly, and also do from time to time, as often as he shall be thereto required, by the said C. D. his heirs, executors or assigns, make, render and deliver to the said C. D. his heirs or assigns, a just, true and perfect account of all the same rents, revenues and other the premises, and of all the arrearages thereof, (if any be,) do in the end of every such account made, make just and true payments to the said C. D. his heirs or assigns, and further do well and truly administer, serve and execute all process in him to be directed from the Stewards and Officers of the said C. D. his heirs or assigns, concerning the premises, or any part thereof, and moreover do

ring all the said term, demean and behave himself as an honest and true Bayliff ought to do, that then, &c. or else, &c.

*A condition of a Deputy rent-gatherer to give account for the Receipt of Rents.*

**T**He Condition, &c. that whereas the within bound A. B. retained (to and with the within named R. C.) Renter of the Mannor of *Finsbury*, for the collecting of all the Rents, comming or growing out of the Mannor of *Finsbury*, in the Countrey of *Middlesex*, and of lands, rents and tenements belonging to the Major, Aldermen, Commonalty and Citizens of the City of *London*, Farmers of the said mannors, lands, rents and tenements, for term of years yet to come; if therefore the said A. B. do well and truly behave himself in the said room or office of Rentership, for the Collection of the said Rents and Profits of the said Mannors, rents, lands, &c. and well and truly from time to time collect the said Rents, and every part thereof to the hands of the Chamberlain of the City of *London* for the time being, to the use and behoof of the said Major, Aldermen, Commonalty and Citizens of the City of *London*, and make yearly the account of the said Rents, and of every part thereof in the name of the said R. C. if he then be living, of Record in the Chamber of the said City to the office of the same, to whom it doth or may appertain, to take and ingrosse the same account: and also if the said A. B. during the life of the said R. C. do no act or act, thing or things, directly or indirectly, to the prejudice and hindrance of the right of the said R. C. in and to that office, called the Rentership of *Finsbury*, and further do from time to time, clearly acquit discharge or save and keep harmlesse the said

R. C. his executors, administrators and assigns and every of them, against the Major, Aldermen, Commonalty and Citizens of the City of London, and against all and every person and persons, to whom it may or shall of right in that behalf belong, that then, &c. or else, &c.

*A Condition to make a true account of ones  
Bayliffship.*

**T**He Condition, &c. that whereas Sir H. H. Knight and Baronet, chief Justice of the Common-Pleas, Sir I. D. Knight, Chancellour of the Dutchy of Lancaster, T. N. Esquire, Surveyor General, do stand and are possessed amongst other things, of the Mannor of, &c. for divers years yet to come, upon trust and confidence, and to and for the only use of C. P. have by the commandment and warrant of the said C. P. by deed under his hand and seal, constituted and appointed the within bound H. L. robe Bayliff of the mannor of *Wetham* aforesaid, and Collector of the rents and revenues, Perquisites, and profits there, during the pleasure of the said C. P. therefore the said H. L. by himself or his sufficient Deputy or Deputies, his or their executors or assigns do and shall from time to time, for and during their continuance and exercise of and in the said place or office demean himself and themselves therein, without voluntary concealment, deceit or fraud towards the said C. P. and do and shall yearly during such his and their continuance & exercise as aforesaid, at the audits and audits to be held and kept for the said C. P. yield make just and true account to and before the said Auditors, for the time being of the said mannor and premises, and thereupon make payment and satisfaction to the said C. P. his officer or officers, in that behalf

to be authorized and appointed, to and for the said C. P. his use, at or before every such audit or audits of and for all and every such rents, sum and sums of money, and other issues, revenues, goods, chattels, perquisites and profits, as then shall come to the hands of the said H. L. or his Deputy or Deputies, or as he or they then ought rightly to be charged withal to the said C. P. his use, for or by means or in respect of the said office or place, that then, &c. or else, &c.

*A Condition for payment of a sum of money within three days after request if the Oblige. may not enjoy a messuage.*

**T**HE Condition, &c. That whereas the within bound C. D. by a deed bearing date within writen for the consideration therein, hath assigned and let over unto the within named A. B. one Indenture of Lease, bearing date, &c. made and granted to him the said A. B. by one, &c. of a Messuage, or tenement, with the appurtenances, lying and being, &c. now in the tenure of, &c. for the term of, &c. and of his estate, right, tide, interest and term of years to come, in and to the same messuage or tenement, and other the premisses by the said Lease demised, as by the said poll, deed or writing more at large appareth; if therefore the said A. B. his, &c. paying the said rent, and performing the said covenant and duties in the said Lease contained on the tenants part, from and after the, &c. to be paid and performed, shall not or may not peaceably and quietly have, hold & enjoy the said messuage or tenement, with the appurtenances, for and during all the residue of the said term, without any let, trouble, interruption, of or by the said, &c. then if the said C. D. his executors, &c. do

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with.

within one month next after notice thereof to him or them, to be given by him the said A. B. his, &c. well and truly repay or cause, &c. to the said, &c. his executors or assigns, the summe of, &c. of, &c. the said A. B. them also re-delivering, and re-assuring unto the said C. D. his executors, &c. the said Indenture of Lease, safe, and uncancelled, and all his estate, interest and term of years in and to the same, and the premises thereby demised, clearly discharged of all forfeitures, re-entries and incumbrances whatsoever then to be had, made, committed or permitted by the said A. B. his, &c. together with the poll-deed aforesaid, that then, &c. or else, &c.

*A Condition to bring an Inventory into the Prerogative Court by a day.*

**THE** Condition, &c. that if, M. H. wife of I. H. while he lived, of the Parish of, &c. do make or cause to be made, a true and perfect inventory of all and singular the goods, chattels and debts of the said I. H. and the same so made, to exhibite or cause to be exhibited into the Prerogative Court of Canterbury the, &c. and the said goods, chattels and debts well and truly administer (viz.) do pay the debts of the said deceased, which he did owe at the time of his decease, as farre as the said goods, debts and chattels will thereunto extend, as the said law will charge her, and further do make or cause to be made a true and perfect account of and upon the said administration the second day next after the Feast of, &c. and such part and portion of the said goods, chattels and debts, which shall be found remaining upon her said account, examined and adjudged by the said Prerogative Court of Canterbury for the time being, shall distribute and dispose, as by the same Judge shall be limited



named and appointed; and if hereafter there shall appear any lawful Testament or last Will made by the said deceased, and the executor or executors therein named do exhibit the same, making request to have the same approved of accordingly, when if the said administratrix, after lawful request to her made, do tender and deliver into the said Court the said Letter of administration to her committed without delay; and lastly, do at all and every time and times hereafter, clearly acquit, discharge or save harmlesse the within-named, &c. and all other the Officers of the said Prerogative Court of Canterbury, against all persons having or pretending to have any estate, right, title, or interest to the said goods, chattels and debts, that then, &c. or else, &c.

*A Condition never to vex or trouble one hereafter for any*  
*former matter.*

**T**He Condition, &c. that if the within-bound A. B. his heirs, executors or administrators, or any other person or persons for him or them, or in his or their name or names, or by his or their title or prerogatives, or means, do at any time or times hereafter claim, challenge, demand, vex, sue, molest or trouble the within-named C. D. his heirs, executors, administrators or assigns, any of them, for any of the goods, money, plate or debts, which late were belonging to B. F. of, &c. deceased, or for any other matter, reckoning, cause or account, thing or things whatsoever, had, moved, stirred, depending or being between the said A. B. and C. D. before the date within written, that then, &c. or else, &c.

*Now has the said A. B. been appointed executor of the said B. F. of, &c. deceased.*

*A Condition for the assurance of mortgaged Lands, after  
default of Redemption.*

**T**He Condition, &c. that whereas the within bound  
A. B. and C. his wife by their deed indented, bear-  
ing date the within written, have given, granted, bar-  
gained and sold unto the within named D. E. his  
heirs and assignes for ever, all that messuage or tene-  
ment with the appurtenances thereto belonging,  
or in any wise appertaining, upon condition that if the  
said A. B. his heirs, executors, administrators or as-  
signes, or any of them, do well and truly pay or cause  
to be paid unto the said D. E. his executors, admini-  
strators or assignes, the summe of, &c. that then the  
aforesaid gift, grant, bargain and sale of the premi-  
ses, and all conveyances and assurances thereupon had  
and made, should be utterly void, frustrate and of  
none effect, as by the said deed indented amongst  
other things therein contained, more plainly at large  
appeareth: if therefore the said A. B. his heirs, exe-  
cutors, administrators and assignes, shall make default  
of or in the payment of the said summe of, &c. on the  
said, &c. then if the said A. B. and C. his wife, and  
their heirs, and all and every other person and persons,  
and their heirs, having or lawfully claiming to have  
any lawful right, title or interest, of, in or to the said  
messuage or tenement, or other the premises with  
the appurtenances, or of, in or to any part or parts  
thereof, shall from time to time, and at all times, after  
such default of payment of the said summe of, &c. in  
form aforesaid had and made, upon the reasonable  
request, and at the only costs and charges in the law  
of the said D. E. his heirs and assignes further do,  
cause, make, knowledge and suffer, or cause to be  
done, made, knowledged and suffered, all and every  
such

such further lawful and reasonable act and acts, thing  
and things, devise and devises in the law, be it by  
fine or fines, deed or deeds, &c. or by all, any, or  
as many of the said wayes or means, as the said D. E.  
his heirs and assignes, or his or their counsel learned  
in the law shall be reasonably advised or devised for  
the further assurance, sure making and conveying of  
the premises, and of every part and parcel thereof,  
to be had and made sure unto the said D. E. his heirs  
and assignes for ever, absolutely, without any manner  
of condition or mortgage, that then, &c. or else, &c.

*A Condition to acknowledge a Statute by a day.*

**T**HE Condition, &c. that if the within bound A. B.  
and one R. L. of, &c. do upon or before, &c. seal  
and subscribe one recognizance or writing obli-  
gatory, to be made according to the form of the sta-  
tute lately made and provided for recovery of debts,  
wherein and whereby the said A. B. and R. L. shall  
stand bound to the within named T. W. in the summe  
of, &c. payable at some Feast soon after the date of  
the same writing, and the same so sealed and subscri-  
bed, do upon or before, &c. in lawful and due man-  
ner acknowledge before one of the two chief Justices  
appointed for the acknowledging of such writings by  
the statute, or in their absence, out of the term be-  
fore the Major of the staple at *Hertford*, and the  
Recorder of the City of *London* for the time being,  
and the same so acknowledged and sealed, to deliver  
or cause to be delivered to the said T. W. at his now  
dwelling house, situate, &c. upon or before they, &c.  
safe, whole and uncanceled, to the end that a pair of  
defeazances may be thereupon made, that then, &c.  
or else, &c.

*A Condition to meddle with the Executorship upon assignment thereof.*

**T**He Condition, &c. that whereas the within bound T. T. hath assigned and committed all his right of Executorship of the Testament and last Will of Sir I. late deceased, unto the within named R. B. and hath fully for his part authorized, licensed and assigned the said R. only to do all and every thing and things, by himself and his assignes, concerning the execution of the said last Will and Testament. Therefore if the said T. T. shall not intermeddle with the administration of any part of the goods and chattels, money, debts or plate of the said Testator, without consent of the said R. his heirs or executors, but shall at all times hereafter, and from time to time permit and suffer the said R. B. his executors and assignes, to administer all such goods, chattels, money, plate and debts, as at the day of the making hereof be in the custody of the said R. B. to be administered, or in the hands or possession of any other person or persons, except such goods, chattels, money and plate, now in the possession and custody of the said T. T. of the said Testator, which is, or are to be administered as shall be thought good by the said R. B. And further if the said T. T. his heirs or executors do not discharge any debts of the said Testator, without the consent of the said R. B. his executors or administrators, nor any action which the said R. B. or his executors shall justly attempt and bring against any person or persons, to or for the recovery of any of the debts, goods and chattels of the said Testator, that then, &c. or else, &c.

*A condition not to do any act as Executor, without consent of his Co-executor.*

**T**he Condition, &c. that whereas one C. B. late of N. deceased, by her Testament and Will, named, ordained and constituted the within bound M. B. and the within named N. L. to be executors of the same her Testament and last Will, as by the same last Will and Testament among other things appeareth; if therefore the said M. B. shall not at any time hereafter make, or cause to be made any release, acquittance or other discharge, to any person or persons, for or concerning any of the debts, goods or chattels, which were the said C. B. the day of her decease, nor shall do or suffer, or cause to be done or suffered, any other action acts, thing or things, in or about the execution of the said Testament and last Will of the said C. without the consent, assent and agreement of the said N. L. that then, &c.

*A Condition to procure one to seal an acquittance by a day, and to save harmlesse.*

**T**he Condition, &c. that whereas the within named A. B. hath the day of the date within written paid and delivered to the within bound C. D. his and his wife of L. O. now Resident in France, in the parts beyond the Seas, the sum of, &c. If therefore the said C. D. his executors or administrators shall and do before the, &c. cause and procure the said L. O. to seal and deliver as his deed to the use of the said A. B. his executors and administrators, in the presence of two or three sufficient and credible witnesses, a sufficient and lawful acquittance, testifying the receipt of the said summe of, &c. and also if the said C. D. his executors, administrators or assigns, do deliver or cause to be delivered to the said

said A. B. his executors or administrators, at or in the, &c. the same acquittance sealed and delivered as aforesaid, and certified under the hands of the same witnesses, whole, uncanceled and undefaced, at or before, &c. and also do in the mean time save and keep harmless the said A. B. his heirs, executors and administrators and every of them, and all and every of his and their lands, tenements, goods and chattels, and every part thereof, against the said L. O. his executors, administrators and assigns, and every of them, of and for the same summe of, &c. and every part thereof, and of and from all actions, suits, costs, charges, damages and demands, for or concerning the same, and every or any part thereof, that then, &c. or else, &c.

*A Condition to acknowledge satisfaction of a judgement.*

**T**He Condition, &c. that whereas the within bound A. B. in M. term now last past, hath obtained against the within named L. O. in the Court commonly called, &c. a judgement in an action of debt, as by the Records in the said Court remaining, &c. if therefore the said A. B. do in Easter-term now next ensuing, at the costs and charges of the said L. O. cause satisfaction to be acknowledged and entered upon Record in full discharge of the same judgement, that then, &c. or else, &c.

*A Condition to procure two to seal releases for legacies, and to save harmless.*

**T**He Condition, &c. that whereas R. B. late Citizen and Haberdasher of London, and brother to the above bound W. B. in and by his last Will and Test.

Testament, did give and bequeath unto W. B. and F. B. Sonnes of the aforesaid W. B. their Father, 40 l. apeece legacies to be paid, as in and by the said last Will and Testament of the said R. more at large appeareth: and whereas also the above named M. H. the now husband of R. the late widdow and executrix of the said R. B. before the enscaling hereof, at the earnest request and desire of the said W. B. the father hath paid unto the said W. to and for the use and behoof of the said W. and F. his Sonnes, the said legacies of 40 l. apeece in lawful *English* money, the receipt whereof the said W. B. the father, doth hereby acknowledge and confesse: If therefore the said W. B. the father, or above bound T. D. and W. F. or any of them, their or any of their executors, administrators or assigns, within twenty eight dayes, next after that the said W. and F. B. Sons of the said W. B. the father, shall severally attain their several ages of 21. years, shall give and deliver unto M. H. his executors, administrators or assigns, good lawful and sufficient releases or acquittances, under the hands and seals of the said W. and F. the Sonnes of the said W. of and for the said legacies of 40 l. or else do in the mean time, and also at all times afterwards acquit and discharge, or else save and keep harmlesse, and indemnified the said M. H. his executors and administrators, from and against the said W. and F. B. the Sonnes, of and for the said legacies, and also of and from all actions, suits, troubles, costs, charges, and damages, that shall be commenced, prosecuted or any way happen to or against the said M. H. his executors, administrators or assigns, for or concerning the said legacies by the said W. and F. or either of them, or any other person, for, by or under them, or either of them, that then, &c. or else, &c.



*A Condition that a woman shall release her dower.*

**T**HE Condition, &c. that if L. O. of W. widdow, late wife of T. O. of, &c. do before the, &c. by her writing under her hand and seal, remit, release, & quit-claim unto the within named R. O. such estate, right, title, interest, claim and demand whatsoever, which she the said L. O. hath, may, might, should or of right ought to have, in or to all or any part of the lands, tenements, and hereditaments which were the inheritance of the said T. O. her husband deceased, or any part thereof, for or by reason of her dower, or of any joynture heretofore made, or by reason of any other right, title or means whatsoever, at any time before the date hereof, come, grown or accrewed: and also if the said within bound A. B. his executors, administrators or assigns do before the, &c. leave and deliver, or cause to be left and delivered to and for the said R. O. at, &c. the said writing or release sealed and delivered as aforesaid being certified under the hands of two or three sufficient witnesses, safe, whole, uncanceled and undefaced, that then, &c. or else, &c.

*A Condition to suffer a mans wife to make her will.*

**T**HE Condition, &c. that whereas the within bound A. B. shall shortly by Gods grace, marry and take to wife, C. D. late the wife of E. F. deceased, and by reason and means of the said marriage, he the said A. B. shall be greatly preferred and advanced in substance and riches, in consideration whereof, if so be that the said A. B. after marriage had and solemnized, between him and the said C. D. do quietly permit and suffer the said C. D. (if she fortune to dease before

fore the said A. B.) to declare and make her Will in writing, or otherwise by word of mouth, and in the same to give, will and bequeath, or otherwise to assigne and dispose of, at her free will and pleasure, to and amongst her kindred, friends and acquaintance, or to any of them, or to any other person or persons, as to her shall be thought meet and convenient, the summe of, &c. of, &c. And further, if the said A. B. his executors, administrators or assignes, or any of them upon reasonable request to him, them or any of them, to be made by any such person or persons, to whom the said C. D. shall so give and bequeath any such summe or summes of money, extending no further than to the said summe or value of, &c. as is aforesaid, do well and truly pay or cause to be paid, all and every the said several sum and sums of money, gifts and requests, so to be given and bequeathed by the said C. D. and in such manner as shall be by her appointed, that then, &c. or else, &c.

*A Condition to marry one by a Day, or else pay  
a summe of money.*

**T**HE Condition, &c. that if the within bound, A. B. do on or before the, &c. of, &c. lawfully espouse, marry and take to wife one E. K. the daughter of, &c. if the said E. will thereunto assent and agree, and the Ecclesiastical laws permit and suffer the same: but in case it shall happen the said E. K. and A. B. and either of them to dye or decease before such marriage had and solemnized as aforesaid, then if the said A. B. his executors, administrators and assignes do well and truly pay, &c. to the said E. K. her executors or assignes the summe of, &c. on, &c. at, &c. that then, &c. or else, &c.

*A Condition to be a true Prisoner.*

**T**He Condition, &c. that if I. H. Merchant of St. *Lucas*, which now is in the Prison of the Common-wealth of *England*, under keeping of the Sheriff within written, as well by reason of writ of, &c. of the Statute of the Staple, containing the summe of, &c. as also for other certain actions, causes and suits on the behalf of R. S. &c. moved and commenced, be from henceforth a true and faithful Prisoner, tarrying and remaining with the said Sheriff and his Deputies till the same I. H. be fully discharged and acquitted of the said actions, and then content and pay to the said Sheriff, &c. all and singular costs, charges, fees and other duties, in such cases heretofore accustomed to be paid, that then, &c. or else, &c.

*A Condition to save harmlesse for being bound for the appearance of a man.*

**T**He Condition, &c. that whereas the within named O. P. at the special instance, request and desire of the within bound Sir E. G. by one obligation bearing the date within written, standeth bound joyntly and severally with the said Sir E. G. and the within bound A. M. unto R. H. and H. H. Sheriffs of the City of *London*, in the summe of, &c. of, &c. with a Condition there under-written, for the appearance of the said Sir E. G. before the Justices of the Court of Common-pleas at *Westminster* on, &c. next, &c. to answer to C. G. of a plea of trespass, as by the same obligation and condition thereof more at large appeareth; if therefore the said Sir E. G. do according to the tenor and true meaning of the obligation

tion, and condition above recited, appear before the said Justices of the said Court, &c. on the day in and by the condition of the said obligation limited and appointed for his appearance, to answer unto the said C. G. of a plea of trespass. And also if the said Sir E. G. his executors and administrators, and every of them do from time to time, and at all times hereafter freely and clearly acquit, discharge, or save and keep harmlesse the said G. P. his heirs, &c. and his and their goods, and every of them, against the said Sheriff of the City of London, and against all other persons whatsoever, of and for the said obligation and condition above recited, and penalty in the said obligation contained, and every part and parcel thereof, and of and from all actions, suits, judgments, executions, condemnations, damages and demands, touching or concerning the same, that then, &c. or else, &c.

*A Condition wherein the Factor is truly bound to serve the Marchant and no other.*

**T**He Condition, &c. that if the within bound **I. O.** do from the day of the date within written, unto the end and term of four years from thence next ensuing, and fully to be compleat and ended, well, truly and faithfully serve the within-named **L. S.** and his assigns in the trade and traffick of merchandizes, as well in this Realm of England, as in any other parts beyond the seas; and also if the said **I. O.** at all times hereafter, and from time to time during the said term of four years, upon the reasonable request of the said **L. S.** his executors, administrators or assigns to be made to the said **I. O.** do make, yield and deliver unto the said **L. S.** and his assigns, as from any other person or persons, by his or their assigns, notes and rest of all such summe and summes of money, as shall

appear upon the foot of every such account or reckoning, as shall be so yielded, made and delivered by the said I. O. to the said L. S. his executors, administrators or assigns, in form aforesaid; and further, if the said I. O. at any time hereafter, during the said term of four years, as the said I. O. shall be Factor, Doer or Agent to the said L. S. and his assigns by any manner of wayes or means, do not trafique or merchandize, or the affairs or businesse of any manner of person or persons whatsoever, other than the said D. S. and his assigns, without the special license, consent, will, knowledge and agreement of the said L. S. his executors, administrators or assigns, thereunto first had and obtained in writing, under his and their hand and seal; that then, &c. or else, &c.

*A Condition to pay use for Orphanage or Legacy-money belonging to Orphans.*

**T**He Condition, &c. whereas the within bound A. B. and C. D. on the day of the date within written, have in their hands, possession and custody, the summe of, &c. of, &c. being Orphanage or Legacy-money, appertaining unto E. F. and G. H. Children and Orphans of I. K. late Citizen and Grocer of London deceased, for the sure payment whereof at such time or times, as the said Orphans shall be severally capable of their several portions, according to the custome of the City of London, or according to the days and times limited in the Testament and last Will of the said I. K. father of the said E. F. and G. H. the said A. B. and C. D. with other sureties stand obliged and bounden by recognizance, taken and acknowledged in the Orphans Court of the City of London, to the Chamberlain of the said City for the

the same being, in certain competent penalty of certain penalties, according to the custome of the said City; and whereas the charge, education, keeping and bringing up of the said Orphans, is committed unto the said I. K. and S. his wife, Mother of the said Orphans; if therefore the said A. B. and C. D. or either of them, or the executors, administrators or assigns of them, or either of them, do every year yearly, during so long time as the said summe of, &c. or any part thereof shall continue and be in the use and occupation of them the said A. and C. or either of them, or of the executors, administrators or assigns of them or any of them, do well and truly pay or cause to be paid to the said I. K. his executors or assigns, for and towards the charge and education of the said Orphans, or of such of them as shall longest continue, and be in his or their Orphanage or minority, for the use, loan or occupation of the summe of, &c. or of such part thereof, as shall longest continue and be in the use, possession or occupation of them the said A. B. and C. D. or either of them, or the executors or assigns of them or any of them, after the rate and allowance of 6 l. 13 sh. 6. d. of, &c. for every hundred, and so after that rate for a lesser summe, as the cause shall require, the same allowance to be paid quarterly, at the Feasts of, &c. yearly by equal portions, at or in the, &c. that then, &c. or else, &c.

*A Condition for the executing of a Goaler-shir.*

**T**he Condition, that if the within bound I. W. his executors or assigns, do well and truly execute and use the office of Goaler-shir in the County of E. and also do well, surely and safely keep all and every such person and persons, now being in the prison

of the Common-wealth of England, in the same County of E. or that hereafter shall be committed to the said Goal, or to the said I. W. and further that if the said I. W. his executors or assigns, at his or their proper costs, do safely carry, bring and recarry all persons in the said Goal now being, or that at any time hereafter shall be prisoners there, to any such place or places as the said Sheriff, or his assigns shall appoint or name within the said County of E. and furthermore be truly and diligently attending, aiding and assisting the said Sheriff & his under-Sheriff and Deputies, at all and every time and times, when any execution shall be done, within the said County, to and upon any person or persons, attainted or to be attainted for treason, felony, murder or heretic, or otherwise, or for any other cause, unto the end of the execution. And further, if the said I. W. his executors and assigns, do discharge and save harmlesse the said Sheriff, his heirs, executors, administrators and assigns, against the Common-wealth of England, and against all and every other person and persons, and from all manner of escapes, damages and losses, fines, issues, and amerciaments, which by the negligence or otherwise of the said I. W. his executors or assigns, that the said Sheriff shall or may in any wise be charged or incumbered, or ought to be charged by the Law, by reason of the office of the Sheriff-wick of the said County, from time to time, and do content and pay to the said Sheriff, his heirs, executors or assigns all such summe and summes of money, as the said Sheriff, his heirs, executors or assigns ought to pay to the Common-wealth, or to any other person or persons, to be due to the said Sheriff, by reason of the said office of Goaleriship, that then, &c. or else, &c.



*A Condition for the re-assurance of Lands.*

**T**He Condition, &c. that if the within bound A. B. his heirs, executors, administrators and assigns, and every of them do from time to time, and at all times hereafter, upon the reasonable request, at the costs and charges in the law of the within named C. D. make, knowledge and suffer unto the said C. D. his heirs or assigns, or unto such other person or persons as he or they shall name or appoint, all and every such lawful and reasonable act and acts, thing and things, devise and devises in the law, as by the said C. D. his heirs or assigns, or by his or their Counsel learned in the law shall be reasonably advised or devised, for the assurance and conveying unto him the said C. D. his heirs and assigns for ever, absolutely without any manner of condition or mortgage, all such tenements, lands, meadows, leases, pastures, & hereditaments whatsoever, with all and singular their appurtenances, situate, lying and being in, &c. all which, &c. now are, or here were in the tenure or occupation of, &c. or his assigns and sometime were in the tenure of, &c. from his assigns, which said lands, tenements, meadows, leases, pastures and hereditaments, were lately conveyed, bargained and sold unto the said A. B. and his heirs, by W. M. &c. by an Indenture thereof made between the said W. M. on the one part, and the said A. B. on the other part, bearing date the &c. last past before the day within written, more plainly at large it may appear: And also if the said lands, tenements, meadows, leases, pastures and hereditaments, and all and singular other the premises, with the appurtenances, now be and at all times hereafter shall be free and cleanly discharged of or otherwise sufficiently taxed and kept harmless by the said A. B. his heirs

heirs, executors and administrators, of and from all and every bargain, sales, leases, titles, troubles and incumbrances whatsoever, had, made or done, or hereafter to be had, made or done by the said A. B. his heirs or assigns, that then, &c. or else, &c.

*A Letter of Attorney contained in the latter end of an Indenture.*

**A**Nd furthermore the said G. C. and T. N. have made, ordained, nominated and appointed, and by these presents do make, ordain, nominate and appoint R. B. Esq; and T. W. Gent. their true, sufficient and lawful Attorneys, jointly and severally for them, and in their names and stead, into and upon all and singular those the said two parts, &c. and other the premises, or into any part thereof, in the name of the Whole to enter and peaceable and quiet possession and seizin thereof, for them and in their names to take, and after such possession and seizin thereof had or taken as aforesaid, for them and in their names, stead and places peaceable and quiet possession, livery and seizin of all and singular the said premises, or any part thereof, in the name of the whole, to deliver unto the said H. B. his heirs or assigns, or his or their certain Attorney in that behalf, ratifying, allowing and confirming all and whatsoever their said Attorney, or either of them, shall do or cause to be done in or about the premises by these presents. In witness, &c.

*A Release of a Proviso.*

**K**Now all men by these presents, that I. B. C. or &c. for divers good causes and considerations the hereunto moving, have remitted, released and quit-

quitclaimed, and by these presents for me, my executors, administrators or assigns, do remise, release and for ever quit claim unto L. M. of &c. his heirs, executors or assigns, as well one proviso or condition and all and every the summe and summes of money specified in the same proviso or condition contained and comprized in one pair of Indentures of bargain and sale, bearing date the, &c. in the, &c. made between me the said R. G. of the one party, and the said M. L. of the other party, as also all and all manner of actions and suites, cause and causes of actions and suits, for or concerning the said proviso. In witnesse, &c.

*A Release of a Covenant mentioned in an Indenture of Lease.*

TO all, &c. A. B. of &c. sendeth greeting. Whereas in and by one Indenture of Lease, bearing date, &c. made between E. B. of th' one party, and the said A. B. of th' other party, there is contained a Covenant in these words following, *viz.* (reciting the Covenant *verbatim* as therein contained,) wherunto relation being had, it doth and may more at large appear; now know ye, that I the said A. B. for divers good causes and considerations me hereunto especially moving, have remised, released, and quit claimed, and by these presents for me, my executors and administrators, do fully and clearly remise, release and quit claim unto the said E. B. his executors and assigns, the said covenant, grant, clause, agreement and article, before rehearsed and mentioned, and all and every other matter, thing and things specified, declared and contained in the same covenant, clause and agreement, and all the benefits profit, advantage and commodity, that by any manner of means

may or might arise, grow, come or happen to me the said A. B. for or by reason, or touching or concerning the same covenant, clause, article or agreement, or any word, sentence, matter, thing or things therein contained; so that the said E. B. his executors and assigns, and every of them, from henceforth for ever shall be clearly and fully acquitted, released and discharged against me the said E. B. my executors and administrators, and every of us, of, from, and for the said covenant, grant, clause, article and agreement, before rehearsed, and of and for every thing and things touching or concerning the same, and that this present release shall not in any wise extend to any other covenant, clause or article before rehearsed, for and during the said term, &c. In witnesse, &c.

*A bargain and sale of woods.*

**T**His Indenture, &c. between, &c. witnesseth, that the said I. M. for the considerations hereafter in these presents expressed, hath bargained and sold, and by these presents doth bargain & sell unto the said F. M. all those woods, under-woods and trees whatsoever, standing, growing, lying or being, in and upon all that wood and wood-ground, called or known by the name of, &c. in the County of, &c. parcel of the mannor of, &c. in the same County (except and always reserved) out of this present bargain and sale, unto the said I. M. his heirs and assigns, 50 trees of Oake to be taken and marked by the said I. M. or his assigns, in such manner as hereafter in these presents is expressed, viz. It is agreed between the said parties to these presents, and either of them severally for himself, his executors and administrators, covenanteth and granteth to and with the other of them, his executors and administrators, that the said F. M. shall

\* may first choose ten Oaks, and after the said I. M.  
 to choose ten other, so either of them one after ano-  
 ther ten Oaks, untill the said I. M. or his assigns,  
 have made choice of the said number of 50 trees be-  
 fore excepted, in consideration of which said bargain  
 and sale, the said F. M. doth covenant, &c. to and  
 with the said, &c. that he the said F. M. his, &c.  
 shall well and truly pay, &c. unto the said I. M. his,  
 &c. the summe of, &c. on the, &c. at, &c. and further  
 the said I. M. doth covenant, &c. to and with, &c.  
 that it shall and may be lawful, to and for the said  
 I. M. his executors and assigns, at all seasonable  
 times of the year, after choice made by the said  
 I. M. or his assigns, to the said 50. trees to him ex-  
 cepted, as aforesaid, during the space of, &c. next  
 ensuing the date hereof, to fell, cut down and  
 carry away the said woods, under-woods and trees  
 before by these presents bargained and sold, and eve-  
 ry of them, except before excepted, and likewise the  
 said F. M. doth covenant, &c. to and with, &c. that  
 he the said F. M. his executors or assigns, shall and  
 will at every felling, of which he or they shall make  
 of the said woods, underwoods or trees, leave stand-  
 ing or growing, so many staddles and storiers, as by the  
 laws and statutes in that case provided, are or ought  
 to be left, for and in recompence of which staddles  
 and storiers so to be left, the said I. M. for him;  
 his executors and administrators, doth covenant, pro-  
 mise, grant and agree to pay or cause to be paid, up-  
 on reasonable request unto the said F. M. his execu-  
 tors or assigns, so much money, as by two persons,  
 whereof the one to be chosen by the said I. M. the o-  
 ther by the said F. M. shall be thought reasonable,  
 and by them limited and appointed: And furthermore  
 the said I. M. doth covenant, &c. to and with, &c.  
 that if the said F. M. his, &c. do pay, &c. unto the  
 said

said I. M. his, &c. the said Summe of, &c. at the days, time and place before limited for the payment thereof, and in such manner and form as aforesaid, that then one recognizance, in the nature of a Statute Staple, bearing date, &c. taken and knowledged, &c. wherein the said F. M. standeth bound to the said I. M. in the summe of, &c. shall be utterly void and of none effect. In witness, &c.

*An assignment of an extent upon a Statute.*

**T**HIS Indenture made the, &c. between T. O. of &c. of th' one party, and Sir L. L. of, &c. and L. B. of, &c. of th' other party, witnesseth that whereas T. R. of, &c. R. R. of, &c. and R. B. of, &c. by their recognizance in the nature of a Statute Staple, bearing date the, &c. taken and acknowledged before, &c. did acknowledge themselves to owe to the said T. O. the summe of, &c. payable, as in and by the said Statute or Recognizance more at large appeareth. And whereas also certain writs of extent, bearing date the, &c. in the, &c. were awarded out of the Court of Chancery, being directed to the then Sheriff of the County of York, by vertue of which writ so directed into the County of York, the same then Sheriff did extend all that the manor or capital messuage, &c. in the, &c. and divers lands, tenements, &c. as in and by an inquisition thereof, had and taken by the said Sheriff, at R. in the County of York aforesaid, bearing the, &c. then last past, annexed to the said writ of extent, and remaining of Record in the high Court of Chancery, more at large doth and may appear; and whereas also afterward Sir M. W. Knight then Sheriff of the said County of York by vertue of a writ of Liberate, likewise directed

reſted to the ſaid Sheriff, hath delivered poſſeſſion  
 and ſeiſin of the ſaid mannor or capital meſſuage  
 and of and in divers lands, tenements, meadowes,  
 ſteedings and paſtures with their appurtenances in M.  
 aforeſaid in the ſaid County of York, &c. unto the  
 ſaid T. O. to have and to hold the ſaid recited pre-  
 miſſes in the ſaid writ mentioned, unto him the ſaid  
 T. O. and his aſſigns as his free-hold, untill the  
 ſaid debt of, &c. with coſts, charges and damages,  
 ſhould be of the ſaid mannor, lands and tenements  
 ſo extended and delivered ſhould be paid, as in and by  
 the ſaid writ of Liberate remaining of Record in the  
 high Court of Chancery ſhore at large appareth. Now  
 this Indenture further witneſſeth, that the ſaid T. O.  
 for and in conſideration of a competent ſumme of  
 good and lawfull money of England to him in hand:  
 at and before th' enſealing and delivery of theſe pre-  
 ſents by the ſaid Sir R. L. and L. B. well and truly  
 contented and paid, whereof and wherewith he ac-  
 knowledgeth himſelf fully ſatisfied and paid, and  
 thereof and of every part & parcel thereof, doth clear-  
 ly quit, exonerate and diſcharge the ſaid Sir R. L.  
 and L. B. their heirs, executors, administrators,  
 and every of them for ever, by theſe preſents hath  
 given, granted, bargained, ſold, aſſigned, and ſet over,  
 ſold by theſe preſents doth fully, clearly, and abſolute-  
 ly give, grant, bargain, ſell, aſſign and ſet over unto the  
 ſaid Sir R. L. & L. B. their executors, administrators  
 and aſſigns, all the eſtate, right, title, intereſt, pro-  
 perty, claim and demand whatſoever, which he the  
 ſaid T. O. now hath or had, fir my, might or  
 ought to have, of, in or to the ſaid mannor or capital  
 meſſuage, lands, tenements, hereditaments and pre-  
 miſſes in M. aforeſaid, and of, in and to the moiety,  
 &c. and of, in and to every part and parcel thereof  
 with the appurtenances, by force and vertue of the  
 ſaid



said extent, inquisition and Liberate aforesaid, and every or any of them, or in them, or any of them contained, to have and to hold, occupy, possesse, receive, take and enjoy the said mannor of M. the said moiety of, &c. and all and singular other the premises before mentioned, with their appurtenances, together with all rents, issues, profits, commodities and advantages thereof whatsoever unto the said Sir R. L. and L. B. their heirs and assigns, to the only proper use and behoof of them the said Sir R. L. and L. B. their heirs and assigns for ever, for & during the term and continuance of the said Extent, untill the said Summe of, &c. with the costs, damages and charges be our of the said mannor and other the premisses extended as aforesaid, fully satisfied, contented and paid, as is aforesaid. In witnesse, &c.

*A Condition for finding Apparel for an Apprentice by his friends.*

**T**HE Condition, that whereas I. R. son of the withinbound E. R. by his Indenture of Apprenticeship, bearing date, &c. last past, before the date within writtens hath put himself Apprentice to the within named H. S. to the Art which he now useth, and with him to serve and dwell after the manner of an Apprentice, from the day of the date of the same Indenture, for and during the term of eight years from thence next ensuing, and fully to be compleat and ended, as by the same Indenture may appear: and whereas it is intended and agreed upon by and between the said E. R. and H. S. that he the said E. R. his executors or administrators, or some of them shall from time to time, and at all times, during the said term of eight years, finde and provide to and for the said I. K. good, sufficient and necessary rayment and apparel, as doublet, hosey shooes, stockings, shirts, bands,

bands, cloak, hat, and all things needful and convenient for such an Apprentice: if therefore the said E. R. his executors, administrators or assigns, do and shall yearly, and every year at or before the Feast of *Es-  
ter*, during all the said term of, &c. finde and provide to and for the said I. R. such sufficient rayment and apparel as aforesaid, and at all other times and times needful, during all the said term, or otherwise in default thereof, well and truly pay, or cause to be paid unto the said H. S. his executors, administrators and assigns, at or in &c. the summe of 3. l. 6. sh. 8. d. of, &c. for and towards the said apparel, on or before the said Feast day of the Ascension of our Saviour, in every year yearly, during the said term, without fraud or coven, that then this, &c.

*A Condition to save harmlesse from a Bond.*

**T**HE Condition of this, &c. that if the within-bound L. D. his executors, administrators or assigns, or any of them, do and shall on this side or before the, &c. next coming, clearly acquit and discharge the above-named E. A. his executors and administrators, out of and from all and every Bond and Bonds, obligation and obligations whatsoever wherein and whereby the said E. A. standeth jointly obliged and bounden with the said L. D. to any person or persons whatsoever for payment of any sum or sums of money, that then, &c.

*A Condition for money (given by will) to be lent gratis.*

**T**HE Condition, &c. That whereas A. B. &c. by his last Will and Testament, bearing date, &c. did give and bequeath unto the Parson and Church-wardens

¶ dem of the Parish of, &c. the summe of, &c. to be lent unto young men of the said Parish, upon sufficient Sureties for two years gratis, and so from two years to two years to some other young man of the same Parish, by 10 l. a man without paying any consideration for the same, as by the same Will more at large may appear, of which said summe of, &c. the within bound W. L. the day of the date within written, hath had and received 10 l. according to the meaning of the said Will; If therefore the said W. L. his executors, administrators or assigns, or any of them, do well and truly content and pay, or cause to be paid unto the within named H. I. T. I. and R. I. or any of them, their or any of their executors, administrators or assigns, the said summe of, &c. on the, &c. which shall be in the year of our Lord God, 1631. at or in, &c. that then this, &c.

*A Condition, that one Executor shall not release any of the Testators debts or goods, without the consent of the other Executor.*

**T**He Condition, &c. that whereas I. H. of, &c. by his last Will and Testament, bearing date the, &c. published and declared in writing, did make and ordain the within named E. W. and the within bound K. E. his executors of the same his last Will and Testament, and afterwards died, after whose death the administration of all and singular the goods, chattels, credits and debts, which of late were the said I. H. were and are lawfully committed unto the said E. W. and K. E. If therefore the said K. E. hath not at any time or times heretofore, neither he the said K. his executors, nor administrators, nor any of them shall at any time or times hereafter, refuse, reluse, or otherwise discharge any of the debts, duties, specialties, summe

summe and summes of money, or other thing whatsoever, due and owing to the said I. H. at the day of his death, or yet any of the action or actions, suits, plaints, pleas, proceffes, judgments or executions whatsoever had, commenced, brought, or at any time or times hereafter, to be sued, had, commenced, brought, pursued, or executed by vertue of the said Will against any person or persons whatsoever, for or by reason of any of the same specialties, summe or summes of money, debts, duties, or other things due and payable as aforesaid, or otherwise discontinue by non-suit or *traxit* in the same action or actions and suits aforesaid, or any of them, so commenced or brought, or to be sued in form aforesaid, without the especial license, consent and agreement of the said E. W. his executors or administrators first had and obtained in writing, signed and sealed, with his, their or some of their hands and seals, that then, &c.

*A condition that one shall not become bound for any person, by writing or promise without consent.*

The Condition, &c. that if, &c. A. B. shall not at any time or times hereafter, by his writing obligatory, signed or sealed with his hand, make or sell, or by any other writing or bale, promise or contract whatsoever, or otherwise solely by himself, or joyntly or severally, with any person or persons, become or stand bound as Surety with, to or for any person or persons, in or for payment of any sum or sums of money, to any manner of person for the debt, duty, or any cause whatsoever, of any person or persons whatsoever (above the summe of 40*l.* of &c.) other than for his own strictly debt, duty or cause, without the

the special consent, assent and license of the within named C. D. first had and obtained in writing, under his hand and seal, that then, &c.

*A Condition, to surrender Land, or pay money in lieu thereof.*

**T**HE Condition, &c. that if, &c. A. I. and his heirs, or some of them, within the space of, &c. next ensuing the date hereof, upon reasonable request to him or them made, by the within named R. H. his heirs or assigns, or any of them, and at his or their costs and charges in the law, do make and procure, or cause to be made and procured, to the use of the said R. H. and his heirs for ever, according to the custome of the mannor of, &c. sufficient and lawful surrender & assurance, of and in one messuage or tenement customary, sometimes called the, &c. with all barns, stables, orchards, gardens, and other the appurtenances, to the same adjoining and belonging, situate, &c. discharged or saved harmless from all former surrenders, charges & incumbrances, made, done or committed by him the said A. I. or his heirs, or by any other person or persons, by whom such surrender shall be so made, the fine or fines, for or by reason of such surrender or admission upon the same, & the rents and services from henceforth, to be due to the Lord or Lords of the said mannor of whom the premises are holden, or by parcel, (only excepted & fore-prized) and if in case the said R. H. or his heirs, within the space of, &c. now next ensuing, shall dislike to accept of such surrender, and shall not make any such request for the same, as is aforesaid, then if in lieu and recompence thereof, the said A. I. his heirs, executors, administrators or assigns, or any of them do at th' end of the

same year now next ensuing, at the furthest within three moneths then next following, well and truly pay, or cause to be paid unto the said R. H. his executor or assigns, at or in, &c. the summe of, &c. of lawful, &c. without fraud or coven, that then, &c.

*A Condition, &c. to keep Peace.*

**T**he Condition, &c. that if, &c. B. W. at all times hereafter do well and honestly bear and behave himself as well in word as in deed, towards the within named I. R. and all his, as an honest man ought to do, and also if the same B. W. at all times hereafter do keep the, &c. in his own proper person towards the said I. R. and all his: and further, if the said B. W. at no time hereafter, do vex, sue, molest or trouble, or cause to be sued, vexed, molested or troubled, the said I. in his body, goods or otherwise, by any manner of means, for any matter, cause or thing whatsoever it be, then then, &c.

*A Condition to justify all such Actions as shall be commenced by vertue of a Letter of Attorney, and not to release, &c.*

**T**he Condition, &c. that if, &c. W. L. his, &c. do at all times hereafter, and from time to time justify, averre, maintain, and allow such actions, suits, writs, pleas, complaints, promises, condemnations, judgments, executions and demands, as the within named E. S. his, &c. shall at any time hereafter commence, exhibit, procure or prosecute by force of a letter of Attorney, bearing the date within written made from the said W. L. to the said E. S. against all or any the person or persons, or debtors therein named, their heirs, executors or administrators, for the recovery

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of the several summes of money, by every of them severally owing, mentioned in the said letter of Attourney, to the only use therein specified. And do permit and suffer the said E. S. his, &c. to recover and receive all and every the said debts and summes of money, and the costs, damages, profits of suits and other commodities and advantages, to come or grow any way by the same, to the use of the said E. S. his, &c. for ever, without account, without release, acquittance, discharge, non-suit, counter-mand, dis-vowry, retraction or other avoiding of the same persons, summes of money, debts, suits or other demands, accruing upon the same, without the consent of the said E. S. his, &c. first had and obtained for the same, that then, &c.

*A Condition to pay money according to a proviso in a bill of sale.*

**T**He Condition, &c. that whereas the within bound R. H. by his bill of sale, bearing date the day of the date within written, hath bargained, sold and delivered in plain and open market, according to the custome of the City of London unto the within named T. C. three gilt bowles; weighing 60. ounces, &c. to have and to hold, &c. with a proviso contained in the said bill of sale, that if the said R. H. his, &c. do pay, &c. unto the said, &c. that then this, &c. as by, &c. and whereas the said T. C. doth esteem and value that the said three gilt bowles, &c. nor to be worth the said summe of, &c. contained in the said bill of sale; if therefore the said R. H. his, &c. do pay, &c. unto the said T. C. his, &c. the said sum of, &c. on the day and at the place mentioned in the said proviso, and thereby redeem the premises out of the hands and possession of the said T. C. his, &c. that then, &c.



*A Condition to do ones endeavour for the recovery of  
the debt against the Surety.*

**T**HE Condition, &c. that whereas the above-bound  
I. H. hath obtained several judgments against  
M. W. Esq; and T. B. Gent. upon one obligati-  
on, wherein the said T. B. and M. W. stand bound  
unto the said I. H. in the sum of 215 l. with con-  
dition for payment of 107 l. 10 sh. as by the Records  
remaining in the Court of Common Pleas at West-  
minster may appear; if therefore the said I. H. his ex-  
ecutors, administrators and assigns, do and shall from  
time to time, and at every time and times hereafter,  
do and use his and their best means and endeavours,  
with effect, by Writ or Writs of execution, or by o-  
ther writs or means, lawfully to recover and receive  
of the said M. W. his heirs, executors or administra-  
tors, or of his or their lands, tenements, goods, chat-  
tels or hereditaments the said sum of 215 l. and costs  
of suit heretofore obtained by judgment, as aforesaid,  
without releasing the said sum of money as aforesaid,  
or any part thereof, except it be by agreement and  
consent of the said H. B. his executors, administrators  
and assigns, or also do, and shall well and truly pay, or  
cause to be paid, unto the said H. B. his executors,  
administrators or assigns, the said sum of, &c. and costs  
of suit, or so much thereof as shall be received by the  
said I. H. his executors, administrators or assigns of the  
said M. W. his heirs, executors or administrators, or  
his or their goods, chattels, lands, tenements, upon or by  
reason of the said Judgment, and that within two mo-  
neths, next after he or they shall have received the  
same without fraud or coven, that then, &c.

*A Condition for quiet enjoyment of a messuage sold.*

**T**He Condition, &c. that if the within named I. M. his heirs and assigns, and every of them shall and may for evermore from henceforth peaceably and quietly have, hold, occupy, possesse and enjoy, all that messuage, tenement and lands situate, lying and being in, &c. and every part and parcel thereof mentioned to be bargained and sold, by the within bound R. W. to the said I. M. in and by a certain Indenture of bargain and sale, bearing date the day of the date within written, made between the within bound R. W. and A. his wife on the one part, and the above named I. M. on the other part, clearly discharged, or otherwise sufficiently saved harmlesse, of and from all and all manner estates, titles, charges and incumbrances whatsoever, at any time heretofore had, made, committed, permitted, suffered or done by the said W. or by his means or procurement; that then, &c.

*A Condition to pay a yearly summe of money for a wives Joynture during her life.*

**T**He Condition, &c. that if the above bound P. P. his heirs, executors, administrators or assigns, or any of them, do well and truly pay, or cause to be paid unto K. the now wife of the said T. P. for and in the name of her joynture, yearly and every year for and during the term of the natural life of the said K. if she shall survive and over-live the said T. P. her husband, the yearly summe of, &c. at four most usual Feasts in the year, that is to say, at, &c. by even and equal portions, the first payment thereof to begin and to be made at the Feast of the said Feasts, which shall  
first

first and next happen after the death of the said T. P. if the said K. shall be then living, and also if when any of them, the Sureties of the said T. P. shall happen to die or depart this natural life, the said K. living, the Survivor of them, within one moneth next after his death, shall procure one sufficient Surety to become bound with the then surviving obligor in the like summe, and under the same condition, and so from time to time during the life of the said K. upon the sealing and delivery of every which new Bonds, the former Bond to be delivered to the survivor to be cancelled, that then, &c.

*A Condition to endeavour to discharge an obligation by a day.*

**T**HE Condition, &c. that if, &c. do and shall use his best endeavour for and in discharge of one obligation, bearing date the, &c. wherein the within named D. W. and B. B. of, &c. are and stand bound unto the said M. B. deceased, in the summe of 100 l. for payment of 52 l. at a day already past, and do thereof acquit and discharge the said D. W. and B. B. and either of them, their and either of their executors, administrators and assigns, of and from all actions, suits, troubles, costs and charges whatsoever, of, for and concerning the said obligation, or summes of money therein contained, that then this, &c.

*A Condition reciting an absolute bargain, and sale is made to one for the Indemnity of a Bond, if the money be paid upon the Bond, the Grantee is bound to re-assure.*

**T**HE Condition, &c. that whereas the within named I. L. by his deed indented, bearing date the

day of the date within written, for the indemnity, discharge and saving harmless of the within bound Sir M. W. his heirs, executors and administrators, of, for, from and concerning one obligation, bearing date the, &c. within written, wherein the said Sir W. M. for the only debt of the said I. T. together with the said I. T. is, and standeth bound unto E. P. Esq. in the summe of, &c. with condition for payment of, &c. on the, &c. next coming, hath granted, bargained, sold and confirmed, unto the said Sir M. W. his heirs and assigns for ever, all that Close, &c. with the appurtenances called or known by the name of, &c. situate, lying and being in, &c. as by the same deed inrolled in the high Court of Chancery, amongst divers other things therein contained, may more at large appear; if therefore the said Sir M. W. his heirs or assigns, in whom the estate of the before mentioned premises is or shall be vested or settled, do and shall upon reasonable request to him or them to be made in that behalf by the said I. T. his heirs or assigns, (after that the said I. T. his heirs, executors, administrators or assigns shall have paid the said 104 l. and acquitted and discharged the said Sir M. W. his heirs, executors, administrators and assigns, of and from the said obligation, and that summe and summes of money therein contained) at the costs and charges in the law of the said I. T. his heirs or assigns, re-convey and re-assure unto the said I. T. his heirs and assigns for ever, the said Close called, &c. with the appurtenances with warranty therein to be contained, against the said Sir M. W. his heirs and assigns only, so as he or they be not compelled to travel, for the making of the said assurance, further than the place of his or their abode and residence at the time of such request made, that then, &c.

*A Condition (reciting a surrender of land upon condition) that if the money be not paid according to the condition, the obligor may enjoy the lands, &c.*

**T**HE Condition, &c. that whereas the within bound T. I. hath the day of the date within written, surrendred into the hands of the Lord of the Mannor of H. in the County of, &c. out of Court, by the hands of A. B. and C. D. two of the customar-tytenants of the said mannor, according to the custome of the said mannor, one messuage or tenement, &c. with all and singular their, and every of their appurtenances, now or late in the tenure or occupation of the said T. I. his assign or assigns to the only use and behoof of the within-named F. A. and of his heirs and assigns for ever, according to the custome of the said mannor; nevertheless upon condition non-payment of, &c. at or in, &c. as by the same surrender more at large appeareth; if therefore the said F. A. his heirs and assigns, and every of them shall or may from time to time, and at all times for ever, from and after default made in payment of the said summe of, &c. at the day and place appointed for payment thereof, as aforesaid, lawfully, peaceably and quietly have, hold, occupy, possesse and enjoy the same messuage or tenement, lands, and all and singular other the premises, in and by the said surrender mentioned and expressed, clearly and absolutely acquitted and discharged, or otherwise by the said T. I. and his heirs, sufficiently saved and kept harmless, of and from the joynture, power and thirds of K. now wife of the said T. I. to be claimed or challenged, of or in the said premises or any part thereof, and of and from all and all manner of former and other bargains,

gains, contracts, surrenders and other charges, titles, troubles and incumbrances whatsoever, by the said T. I. his heirs and assigns, in any wise heretofore had, made, committed, suffered or done, or to be had, made, committed, suffered or done, the rents and services to the chief Lord or Lords of the fee thereof, and from thenceforth growing due therefore, only excepted and fore-prized, that then, &c.

*A Condition that whereas one hath an annuity issuing out of the manner of, &c. which said annuity he hath released, &c. for payment of, &c.*

**T**He Condition, &c. that whereas the within bound I. B. hath and holdeth for the term of his natural life, of the grant of the within named R. L. one annuity or yearly rent of, &c. by the year, issuing and going out of the manor of, &c. and out of certain other lands, tenements and hereditaments, in the County of, &c. as by the same grant thereof made more at large it doth and may appear, which said annuity or yearly rent of, &c. the said I. B. by his deed indented, bearing date the day of the date of these presents, hath bargained, sold and released unto the said R. L. upon and under a certain condition in the same deed indented, expressed, as by the same also it doth and may appear; if therefore the said I. B. hath not at any time before the enscaling and delivery of the said deed indented, bargained, sold, given, granted, assigned or set over, or by any other means incumbered the said annuity or yearly rent of 100 l. or any parcel thereof, that then, &c.

*A Condition whereas the Obligee hath owing by one a sum of money, which is to be paid to a Creditor of the Obligor, who is bound to repay within ten dayes after notice of the Receipt.*

**T**He Condition, &c. that whereas the within named I. F. hath remaining in the hands and custody of G. &c. the summe of, which summe of, &c. the said I. F. is contented at the request and desire of the within bound I. &c. shall be paid and delivered by the said G. &c. unto one L. &c. If therefore the said, &c. his executors, administrators or assigns, do well and truly pay, or cause to be paid unto the said I. F. &c. his executors, administrators or assigns, at or in, &c. the said summe of, &c. within ten dayes next after, the said I. F. his executors, administrators or assigns, shall give sufficient notice or testimony unto the said, &c. his executors, administrators or assigns from the said I. testifying that he the said L. hath received the said summe of, &c. of the said, &c. as aforesaid, without fraud or coven, that then, &c.

*A Condition where a Bond is assigned, and that if the Obligees in the assigned Bond do not pay, then the Obligee in this is bound to pay, &c.*

**T**He Condition, &c. that whereas the within bound A. B. hath by his deed in writing, bearing date, &c. assigned over unto the within named C. D. one obligation bearing date the, &c. wherein E. F. and G. H. stand bound unto the said A. B. in the summe of, &c. with condition of payment of, &c. on the, &c. at, &c. as by the same deed of assignment and ob-



obligation may appear, if in case the said E. F. and G. N. their executors, administrators or assigns do not pay unto the said C. D. his executors or assigns, the said sum of, &c. on or before the, &c. with such considerations as shall be therefore due; if then the said A. B. his executors, administrators or assigns, do well and truly pay, or cause to be paid unto the said C. D. his executors, administrators or assigns, on the, &c. at or in, &c. the said sum of, &c. with consideration for the same after the rate of 8 l. per cent. to be accounted from the day of the date within written untill such time as the same shall be fully paid, that then, &c.

*A Condition upon an Attachment.*

**T**HE Condition, &c. That whereas the above named Sir R. L. Knight, is to pay unto Sir M. R. of, &c. the summe of 150 l. of, &c. upon Bond, bearing date on or about the, &c. last past, before the day of the date above written; and whereas the day of the date above written, the above bound W. S. hath attached the said sum of, &c. in the hands of the said Sir R. L. If therefore the said W. L. his executors, administrators and assigns, and every of them do and shall at all times hereafter, and from time to time, well and sufficiently save, defend, keep harmless and indemnified the said Sir R. L. his heirs, executors, administrators and assigns, and every of them, as well against the said Sir M. R. his executors, administrators and assigns, as against all and every other person and persons, for or concerning the said obligation, or any summe or summes of money therein contained, and of and from all and all manner of actions, arrests, suits, costs, losses, chattels, forfeitures, payments and detriments what soever, which

Which shall or may be commenced or happen against the said Sir R. L. his goods or chattels, for or by reason of the non-payment of the said sum of, &c. unto the said Sir M. R. his executors, administrators or assigns, on the said, &c. in regard the same is attached by the said W. S. as aforesaid, that then, &c.

*A Condition to pay Rent quarterly for certain Rooms, &c.*

**T**He Condition, &c. that if I. A. of, &c. the within bound I. P. and T. A. or any of them, their or any of their executors, administrators or assigns, do well and truly pay, or cause to be paid unto the within named G. P. his executors, administrators, or assigns, the yearly sum of, &c. for those Rooms, parcel of the capital messuage, situate, &c. wherein the said I. A. now inhabiteth, for and during the full term of, &c. to be accounted from the, &c. last past, before the date within written, at the four most usual Feasts or Terms in the year, that is to say, at the Feast of, &c. or within ten dayes next ensuing every of the said Feasts, by even and equal portions, at or in, &c. the first payment to begin and to be made at the Feast-day of, &c. next ensuing the date within written, or within ten dayes next ensuing the same Feast, that then, &c.

*A Condition to surrender Land to certain uses.*

**T**He Condition, &c. that if the above bound M. W. S. W. and I. W. and every of them and their heirs, do and shall at the next Court to be holden for the manor of W. in the County of, &c. which shall be after request made by the above named A. L. her heirs or assigns, the said request being

ing made eight dayes before any such Court be holden, surrender into the hands of the Lord of the said mannor, to the only use and behoof of the said A.L. her heirs and assigns for ever, according to the custome of the said mannor, all that little Close of land with the appurtenances, lying and being in a place called G. in the said County of E. being Copy-hold land of the said mannor, the same premisses being at the time of the said surrender to be made freely and clearly acquitted and discharged, of and from all former surrenders, grants and incumbrances whatsoever, that then, &c.

*A Condition that the Sheriff executing a Writ, may detein out of the goods and lands extended, so much money, &c.*

**T**He Condition, &c. that whereas the within bound R. W. the day of the date hereof, hath delivered to the hands of the within named G. M. and W. M. the writ of execution, for levying and extending the goods, chattels, and moiety of the lands, tenements and hereditaments of one Sir W. M. of, &c. to and for the use of the said R. W. whereby the same R. may be satisfied of the summe of 200 l. mentioned in the said Writ, if in case the said G. M. and W. M. or either of them, do lawfully execute, or cause to be lawfully executed, the said Writ, according to the nature, meaning and purport thereof, by the impannelling of twelve lawful and indifferent men to be sworn of the Contents of the said Writ, if then the said R. W. his executors and administrators, do quietly permit and suffer the said Sheriff or under-Sheriff to have, take, receive and detein, to his and their own proper use and behoof, out of such moneys, goods or chattels, ~~as~~ shall be had, levied or received by

by vertue of the said Writ, or the execution thereof, as much in lawful money of England, or other benefit as they or the said Sheriff or under-Sheriff, or one of them shall think reasonable or sufficient for their satisfaction, of and for such travel: pains or charges as they shall be at, in and about the execution of the said Writ and extent thereupon to be had or made, otherwise within, &c. next after the said Writ shall be executed, and return thereof made accordingly, do pay, or cause to be paid unto the said Sheriff or under-Sheriff, or their Deputy or Deputies so much lawful money of England, as they shall for the causes aforesaid reasonably demand, that them &c.

*A Condition to save harmlesse from a Bond of Arbitrement.*

**T**HE Condition, &c. that if the above bound A.D. his executors and administrators, or any of them do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmless and indemnified the above named G. M. his heirs, executors and administrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from and concerning one obligation, bearing date the day of the date above written, wherein the said G.M. at the request of the said A.D. is and standeth bound unto R. M. Gent. in the sum of 100 l. with condition there under-written, that the said A. D. abide the award of W. N. and T.B. Esquires. Arbitrators, and of and from all actions, suits, arrests, costs, charges and demands whatsoever, concerning the premisses without fraud or cove, that then, &c.

*A Condition where purchase money is to be paid at two  
payments, if default be made in the first, the  
whole with allowance to be paid at  
the second.*

**T**HE Condition, &c. that whereas in and by one  
pair of Indentures, bearing date the day of the  
date within written, made between the within named  
A. L. of the one party, and the within bound I. I. of the  
other party, the said I. I. is to pay to the said A. L. the  
summe of 200 l. of, &c. on the, &c. at or in, &c. being  
the first payment of the summe of, &c. which the said  
I. I. is to pay unto the said A. L. for the purchase of  
the Keeper-ship, Herbage and Pannage of B. Park of,  
&c. in the County of, &c. as by the said Indenture  
may more at large appear, and if it shall happen the  
said I. I. his executors, administrators and assigns, to  
make default in payment of the said summe of 200 l.  
unto the said A. L. his executors, administrators or  
assigns, on the said, &c. next coming, contrary to  
the tenor of the same Indenture, then if the said I. I.  
his executors, administrators or assigns, do well and  
truly pay, or cause to be paid unto the said A. L. his  
executors, administrators or assigns, the full summe  
of, &c. on the, &c. at or in, &c. without fraud or co-  
ven, that then, &c.

*A Condition where money is lent upon a Bond, and a  
Letter of Attornay to receive the money due  
upon the Bond, the Obligor in this  
Bond is to pay, &c.*

**T**HE Condition, &c. that whereas A. B. of, &c.  
and C. D. of, &c. by their obligation, bearing date  
the, &c. in the, &c. are and stand joyntly and sever-  
rally

rally bound unto E. F. &c. in the summe of, &c. for payment of, &c. on the, &c. at, &c. as by the said obligation and condition thereupon made more at large appeareth. And whereas I. F. by his Letter of Attorney, bearing date the, &c. in the, &c. did make, ordain and constitute the within bound P. U. his law-ful Attorney, irrevocable to ask, levy, recover and receive to his own proper use and behoof of the said A. B. and C. D. or either of them, the said summe of, &c. on the, &c. according to the tenor of the said Obligation, as by the said Letter of Attorney more at large likewise appeareth, upon which said Obligation and Letter of Attorney the within named H. B. hath lent unto the said P. U. the full summe of, &c. and hath assigned the said condition over unto the said H. B. with the said Letter of Attorney so made unto the said P. U. by the said E. F. as aforesaid; if in case therefore the said summe of, &c. be not well and truly paid to the said H. B. his executors or assigns, at or upon the said, &c. next ensuing the date hereof, by the said A. B. and C. D. or one of them, according to the true intent and meaning of the said recited obligation and condition hereof, to the proper use and behoof of the said H. B. then if the said P. U. and the within bound M. C. or either of them, or the heirs, executors or assigns of them, or either of them, do and shall well and truly repay or cause to be repaid unto the said H. B. his executors or assigns, the summe of, &c. on the, &c. at or in, &c. in lieu of the said, &c. so to be paid as aforesaid by the said A. B. and C. D. that then, &c.

*A Condition that the Obligor shall pay, &c. within  
three months next after default of payment  
made by another.*

**T**He Condition, &c. that whereas Sir F. C. of,  
&c. Knight, by his obligation, bearing date the  
day of the date above written, is and standeth bound  
unto the above named R. N. in the summe of &c.  
for the true payment of, &c. on the, &c. next ensuing  
the date above written, at or in, &c. as by the same  
obligation may appear; and forasmuch as the said  
R. N. hath credited the said F. C. for the said summe  
of, &c. at the request of the above bound A. M. and  
upon his the said A. M.'s promise, and under-  
taking to pay unto the said R. N. his executors,  
administrators or assignes, the said summe of, &c.  
within three moneths next after the day of, &c. with  
consideration for the forbearance thereof, after the  
rate of 8 l. per cent. (in case the said Sir F. C. his  
executors, administrators or assignes, do not pay the  
said, &c. on the said, &c. next coming) if therefore  
the said E. C. his executors, administrators or as-  
signes, do not well and truly pay or cause to be paid  
unto the said R. N. his executors, administrators or  
assignes, the said summe of, &c. on the said, &c. next  
following, and at the place of payment aforesaid, then  
if the said A. M. his executors, administrators or as-  
signes, do not well and truly pay or cause to be paid  
unto the said R. N. his executors, administrators or as-  
signes the said summe of, &c. on the said, &c. then next  
ensuing, and at the place and payment aforesaid, he  
the said R. N. his executors, administrators or as-  
signes upon the payment or receipt thereof, deli-  
vering up unto the said A. M. his executors, admini-  
strators, or assignes the said obligation, wherein  
the



the said F. B. standeth bound unto him, as aforesaid, that then, &c.

*A Condition that if the Obligee do not receive the summe of, &c. of the, &c. according to a Letter of Attur-  
ney, then the obligator to pay the said sum in the, &c  
next after.*

**T**He Condition, &c. that whereas the above bound T. P. hath by Deed or Letter of Atturney, bearing date the day of the date above written, authorized and appointed the above named G. M. to ask and receive, of and from the Commissioners appointed for the payment of moneys to souldiers, the full summe of 17 l. of, &c. as by the same Letter of Atturney may at large appear; if therefore the said G. M. his executors, administrators, or assigns, shall not receive the said summe of 17 l. from the said Commissioners, on or before the, &c. next ensuing the date within written, then if the said T. P. his executors, administrators or assigns, do well and truly pay or cause to be paid unto the said G. M. his executors, administrators or assigns, the said summe of 17 l. &c. on the, &c. next ensuing the date above written, at, &c. without fraud or coven, that then, &c.

*A Condition where a Letter of Atturney is recited, he to whom it is made is bound not to prosecute any suit against the persons in the Letter of Atturney mentioned, on or before, &c.*

**T**He Condition, &c. that whereas the above named H. H. by his Deed or Letter of Atturney bearing date the day of the date above written, hath authorized the above bound T. K. to be his true and lawful Atturney, to obtain, receive and  
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take, of and from the said Sir I. W. Knight, and T. M. Esq; their heirs, executors, administrators or assigns, all that summe of 200 l. due by obligation, and a Judgment of 260 l. thereupon recovered in the Court of the Upper Bench at Westminster, in which obligation the said T. M. T. S. and the said I. S. stand bound to T. H. widow lately deceased, in the summe of 200 l. as by the same deed or letter of Attorney, amongst divers clauses and things therein contained, may more at large appear; if therefore the said T. K. his executors, administrators or assigns, or any of them, do not or shall not, from henceforth at any time or times hereafter, before the 12. day of *December* next ensuing the date above written, prosecute or sue forth, or cause to be prosecuted or sued forth, any writ or writs, or other proccesse or proceedings whatsoever, against the said T. M. his executors, administrators or assigns, for, concerning, or by reason of the said recited obligation or Judgment, or either of them, nor do or assent unto any other act or acts, devise or devises whatsoever, whereby or by reason whereof the said T. M. his heirs, executors, administrators or assigns, or his or their lands, tenements, goods or chattels, may in any wise be prejudiced, troubled or vexed, except it be by and with the assent, consent and agreement of the said H. H. his executors, administrators or assigns in that behalf first had and obtained in writing under his hand and seal, that then, &c.

*A Condition for paym<sup>t</sup> of mony within ten days  
next after delivery of assurance of Land.*

**T**He Condition &c. that if the within bound K. T. his heirs, executors, administrators or assigns,

signe, or any of them, do pay, or cause to be paid, unto the within named H. E. the full sum of 100 l. within ten dayes next after that he the said H. E. or his heirs, shall make and deliver, or cause to be made and delivered unto the said L. T. or his heirs, a good, perfect and lawful assurance in the Law, in Fee-simple, of and in certain Lands, Tenements and Hereditaments lying and being in D. or elsewhere in the County of S. amounting in the whole to the yearly value of 40 l. according to the tenor and plain meaning of certain Articles indented, bearing date the day of the date of these presents, made between the said H. E. of the one party, and the said L. T. of the other party, that then, &c.

*A Condition, so provide for to seal the Counterpart of an Indenture...*

**T**He Condition, &c. that if L. T. son of the above bound R. L. do and shall, when he shall accomplish the full age of twenty one years, upon request to him made, signe and deliver, as his act and deed, unto the use of the within named G. C. and M. C. the Counterpart of one Indenture bearing date, &c. made between, &c. and the said Counterpart being so sealed and signed, as aforesaid, shall deliver or cause to be delivered, unto the said G. C. his, &c. safe, whole, uncanceled and undefaced, that then, &c.

*A Condition to permit the obligee to require Rents and Tythes to his own use...*

**T**He Condition, &c. that if the within named N. or his executors, administrators or assigns, shall and may at all times hereafter, and from time

to time, ask, collect, gather, perceive, receive, take, keep and enjoy to his and their own only use and behoof, all and all manner of rents, issues, tythes, fruits, obligations, obventions, offerings, profits, commodities and advantages whatsoever they be, and of what quality, nature, kind or condition the same be, now belonging or appertaining, and now being due, or which hereafter shall belong, appertain, grow or become due, to W A Clark, as parson of the parish Church of, &c. out of or belonging to the Parsonage of, &c. or any parcel thereof, of all and every person or persons whatsoever for and during so long time as the said W A shall be, or of right ought to be parson of the parsonage aforesaid, and also all and singular arrerages of the premises, without let, interruption or disturbance of the within holden, R his executors, administrators or assigns, or of any other person or persons, claiming by, of or from the said R or by his assent, means or procurement; and also, if neither the said R at any time heretofore hath released, nor that he, his executors nor administrators, at any time hereafter shall release, acquit or discharge the said W A his executors or administrators, of or concerning any bond, covenant, authority, contract or agreement, heretofore had or made by the said W A to the said N and R touching or concerning the premises, or any of them, nor do any act or acts, whereby or by reason whereof, the same obligations, bonds, writings, covenants, authority, contract or agreement, or any of them, shall in any wise be made frustrate or void; and also if the said R do permit and suffer the said N to have, take and enjoy to his and their own use, the whole profit, benefit, advantage and commodity, which shall or may arise or grow, for, upon or by reason of the said obligations, bonds, writings, covenants,

nants, authority, contract or agreement, or any of  
them, that then, &c.

*A Condition to assure the moiety of such lands as  
shall be recovered at Law.*

**T**He Condition, &c. that whereas the within  
bound T. H. pretended title to certain lands,  
tenements and hereditaments, situate, lying and  
being in H. S. M. B. and A. or in any of them, in the  
County of G. which late were of the inheritance of  
I. H. deceased, and from him the said T. H. by I. B.  
and others unjustly withholden; for a recovery  
whereof the within named H. C. hath promised to  
do as much as in him shall lawfully lye and be, and  
to be and remain, for and on the behalf of the said  
T. H. &c. if therefore the said T. H. and his heirs, do  
within, &c. next after the obtaining and recovery of  
the said lands, tenements and hereditaments, or any  
parcel thereof, and he the said T. or his assignes, shall  
or may be in quiet possession thereof, and upon the  
requests and at the costs and charges in the law of  
the said H. C. his heirs or assignes, make or cause to  
be made to the said H. C. his heirs or assignes, to the  
only use and behoof of the same H. his heirs and as-  
signs, good, lawful, and sufficient conveyance and  
assurance in the law in fee-simple of and in the  
moiety and one half of the said lands, or of so much  
thereof as from time to time shall happen to be ob-  
tained or recovered, and of and in the arrerages  
of the same moiety, and one half of the premises,  
in such manner and form as by the Council learned  
in the Law, of the said H. C. his heirs or assignes shall  
be reasonably advised or devised, clearly discharged  
of all and all manner of bargains, sales, charges  
and incommbrances whatsoever, had made, committed

or done, to be had, made, committed or done by the said T. or by any other, by his assent, means, interest, title or procurement, that then, &c.

*A Condition to save our harmlesse from all debts that may be duly demanded as executor of, &c. and also that we shall seal a Release, when she comes to the age of, &c.*

**T**He Condition, &c. that if the above bound E. T. and W. T. their executors, administrators or assigns, or any of them, do and shall at any time hereafter, and from time to time, clearly acquit, exonerate and discharge, or otherwise well and sufficiently save and keep harmlesse and indemnified the above named I. B. his heirs, executors and administrators, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of and from all debts, duties, bills, bonds, specialties and demands whatsoever, which at any time and times hereafter, shall and may be duly and lawfully demanded or recovered, of or from the said I. B. his heirs, executors and administrators, by any person or persons whatsoever, for, or by reason of any reckoning, duty, specialty, debt, or demand whatsoever, due, owing or payable by the above named R. T. deceased, to any person or persons whatsoever, and also of and from all costs, charges, suits, arrests, judgments, executions and demands whatsoever, which shall or may happen, come, grow to be unto or against the said I. B. his executors, administrators, or any of them, for, upon or by reason thereof; and also if A. T. daughter of the said E. T. and such persons as she shall intermarry withal, within one moneth next after she the said A. shall be lawfully married, or shall accomplish her full age of twenty  
ore

one years, which shall first or next happen, do and shall make, seal and deliver, as his, her, or their act and deed, a good, sufficient and lawful acquittance, discharge and release, under his, her, or their hands and seals, unto the said I. B. his executors and administrators, of, for or concerning all summe and sums of money, gifts, legacies, bequeaths and demands whatsoever, given and bequeathed unto the said A. in and by the last Will and Testament of the said R. T. the same release to be made in such manner and form as by the said I. B. his executors or administrators, or his or their Council shall be reasonably devised or required, that then, &c.

*A Condition for payment of all such monys as one late deceased did owe to any person or persons whatsoever.*

**T**He Condition, &c. that if the above-bound B. R. his executors, administrators or assigns, do and shall from time to time, and at all times hereafter well and truly pay, or cause to be paid unto all and every person and persons whatsoever, all and every such debts, duties, reckonings, sum and summes of money, and demands whatsoever, as shall be justly and truly due and owing unto them, or any of them by R. P. Esq, deceased, so as the said debts due by the said R. P. and to be paid by the said B. R. do not extend to more than the sum of 742 l. of, &c. which the said S. B. and F. P. have the day of the date hereof paid and delivered to the said B. R. according to an order of the eighth day of this instant July; made in the High Court of Chancery, and do and shall also from time to time, and at all times hereafter well and sufficiently save and keep harmlesse and indemnified the said Sir B. B. and F. B. and either of

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them,



them, their and either of their heires, executors and administrators, and his, their and every of their goods, chattels, lands, tenements and hereditaments, and every of them, against all and every person and persons whatsoever, of, for, touching and concerning all, every or any the debts, duties and demands whatsoever, due or payable by the said R. P. to any person or persons aforesaid, without fraud or coven, that, &c.

*A Condition from a Goaler to an under-Sheriff for saving harmlesse.*

**T**He Condition, &c. that if the above bounden A. B. Deputy Goaler, to T. T. servant to, &c. do from time to time receive and take into his ward and custody, within the Goal at the Castle of *Lancaster*, in the Countie of *Lancaster* aforesaid, all such person and persons, prisoner and prisoners, which shall fortune to be committed or sent to the said Goal, or committed to the ward and custody of the said Goaler, by the said Sheriff or his Deputy, or by any Justice or Justices of Peace, or by any other having lawful authority to commit persons or prisoners to the said Goal, and the same person or prisoners so committed as aforesaid, do well and truly, duly and sufficiently by his own proper person, or by his sufficient Deputy or Deputies, so keep, that the said Sheriff, his heirs and executors, all the lands, tenements, goods and chattels of the said Sheriff, be saved harmlesse from all losses, penalties, amerciaments and damages whatsoever, as well against the Common-wealth of *England*, as also against all other person and persons, of, for and concerning the custody, and keeping of the said Goal and prisoners within the said Castle of *Lancaster*, or elsewhere in the

said

said County of, &c. and likewise do discharge, save and keep harmlesse the said Sheriff, his heirs and executors, and all those his lands, tenements, goods and chattels, from time to time, and at all times hereafter, of and from all and every escape and escapes, as well of convict persons, reprieves and felons, and of all other persons now committed, for any contempts, condemnations, trespasses, or misdemeanors, which may happen, or chance hereafter to be committed to the said Goal, for any the causes aforesaid, during the time the said A. B. shall be Deputy or Goaler to the said T. T. and the said T. T. continue Sheriff; and likewise that if the said A. B. or any other by his consent, privity or appointments in any wise, let to bail or mainprise, any prisoner or prisoners to him committed as aforesaid, not bailable by the laws of the Realm, without the special commandment or appointment of the said Sheriff, and if the said A. B. or his sufficient Deputy, be ready to give his attendance upon the said Sheriff; and his Deputy, at all times necessary and convenient, and all and every lawful thing and things, that he shall be required to do by the said Sheriff or his Deputy touching or concerning the, &c. affairs and businesse wherewith the said Sheriff is or shall be charged or imployed in or about the keeping of the said Goal or Prison, that then, &c.

*A Condition for the peaceable and quiet receiving of  
Rent reserved in a Demise.*

**T**He Condition, &c. that whereas the within named T. B. and K. B. by their deed indented, dated the, &c. have demised, granted, set and to farm let, unto, &c. one messuage or tenement, &c. with all, &c. in the County of, &c. for the term  
of

of, &c. from thence next ensuing, and fully to be compleat and ended, for the yearly rent and sum of, &c. of lawful money of *England*, payable as by the same deed indented, amongst divers other covenants, grants, articles and agreements therein contained, more plainly may appear; if therefore the within named B. K. his executors, administrators and assigns, shall and may peaceably and quietly have, receive, perceive, take, hold and enjoy the said yearly rent or summe of, &c. and other the premises before in these presents recited, to his and their own only use and behoof, during the natural life of the said K. without any lawful let, sure, trouble, denial, eviction or disturbance of the said K. or of any other person or persons, by her means, assent, consent, right or procurement, that then, &c.

*A Release of Recognizance assigned to one.*

**T**O all Christian people, &c. P. U. of *London* Merchant, stranger, sendeth greeting in our Lord God everlasting, that whereas the right Honourable W. Earle of *Derby*, Lord *Stanley*, Lord of *Man* and the *Isles*, T. *Ireland* of *Graves* Inne in the County of *Middlesex* Esq; H. C. of *Knowsley* in the County of *Lancaster* Gent. and H. *Adys* of *Batton* in the County of *Dorset* Gent. by other writing of recognizance or statute-staple, bearing date the sixth day of *July*, &c. taken and acknowledged before Sir I. P. Knight, Lord chief Justice of *England*, stand bound to Peter H. Citizen and Alderman of *London* in 3200 l. of, &c. payable, as in and by the same writing of recognizance or statute more at large doth appear; and whereas the said Peter H. by his sufficient deed of assignment in writing, bearing date the five and twentieth day of, &c. in the, &c. did  
for

for divers and certain considerations him thereunto especially moving, grant, assign and set over unto me the said P. Vanloo, as well the said recognizance or statute, and the said debt of 3200 l. and all his said right, title and interest, which he the said Peter Houghton then had, or ought to have had in and to the same, to have and to hold the said recognizance or statute, and the said debt of 3200 l. afore said, and all his said right, title and interest in and to the same, unto the said P. V. my executors and assigns, as our own proper goods and chattels for ever, as by the said assignment amongst other covenants and clauses therein contained more fully and at large it doth and may appear. Now know ye that I the said P. V. for divers good causes and considerations me hereunto especially moving, have remised, released and quit-claimed, and by these presents for me, my executors, administrators and assigns, and every of us, do remise, release, and for ever quit-claim unto the said Henry Adys, his heirs, executors, administrators and assigns, and every of them, the recognizance or statute afore said, and the penalty and forfeiture thereof, and also all and all manner of actions, arrests, extents, judgements, executions, condemnations, Liberates, seizures, debts and demands whatsoever, which I the said P. V. or the said P. H. or either of us now have, shall, may, might, or ought to have against the said H. Adys, his heirs, executors, administrators, and assigns, or any of them, or his, their or any of their lands, tenements, goods, or chattels, for or by reason of the said recognizance or statute, or of the penalty or forfeiture thereof in any wise: so that neither I the said P. V. nor the said P. H. our executors, administrators or assigns, nor any of us, any action, arrest, extent, judgement, execution, condemnation, Liberate, seizure, debt or demand

demand, upon the said recognizance or statute, shall or may from henceforth commence, prosecute or pursue against the said H. Adys, his heirs, executors, administrators or assigns, or any of their Lands, tenements, goods or chattels, but shall be thereof utterly debarred and excluded for ever by these presents. In witness, &c.

*A Letter of Attourney to take Possession, and to deliver a Lease upon the ground.*

**B**E it known unto all men by these presents, that W. D. of, &c. have made, ordained, constituted and authorized, and in my place and stead by these presents, have put my well beloved friend I. D. of, &c. my true sufficient and lawful Attourney, for me and in my name, and to the use and behoof of me the said W. D. my heirs and assigns, to enter into all the Mannor of, &c. with all and singular the appurtenances, situate and being in K. in the County of S. and now or late in the tenure or occupation of I. A. or of his assigns, and peaceable and quiet possession and seizen thereof, for me and in my name to take, and as my deed deliver unto one E. B. upon the premisses or some part thereof, one Indenture bearing date with these presents, made by me the said W. D. to the said E. B. mentioning a demise of the premisses, for term of, &c. from the Feast of, &c. last past, then next ensuing, and fully to be compleat and ended, under the yearly rent of, &c. unto which said Indenture I have subscribed my name with my own hand, and sealed with my seal, and delivered the same as my Escrowe unto the said I. D. to be delivered as my deed upon the premisses or some part thereof, after an entry made by him the said I. D. into the premisses or some part

part thereof, in the name of the whole, and all and every other thing requisite and necessary to be done, in or concerning the premisses, for me and in my name, to do as fully and effectually, and in as large and ample manner and form to all intents and purposes, as I my self might or ought to do, if I were then and there personally present. And I shall and will ratify, allow and confirm all, and whatsoever my said Atturney shall do or cause to be done, in or about the premisses, by these presents. In witness, &c.

*A Letter of Atturney to take possession of the Lands, and the same Lands to demise, survey or sell, and to receive, &c.*

TO all, &c. R. E. of, &c. C. M. of, &c. and H. L. of, &c. send greeting. Know ye, that we the said R. E. G. M. and H. L. for divers good causes and considerations in that behalf moving, have made, obtained, constituted, and in our stead and place by these presents have put and authorized our servants R. N. and H. B. Gent. and either of them, our true sufficient and lawful Atturneys, for us and in our names, and to the use and behoof of us the said R. E. &c. To enter into all those the Mannors of, &c. with their rights, Members and appurtenances in the County of, &c. and into the advowsons of or belonging to the same, or any of them, and into every part and parcel thereof, and the said Mannors, and every or any of them, for us and in our names to survey; and we do by these presents give full power and authority to the said R. N. and H. B. and either of them, to be our steward or stewards of the said Mannors, and every of them, and to keep such Court and Courts of Survey, and other Court leets and

and law-days of and upon the same Mannors or any of them, as to our said Attorneys or either of them, or such other as they or either of them shall appoint, shall be thought fitting, and the same Mannors and every or any of them, for us, and in our names, to bargain, sell, lease or grant to such person and persons, and for such estate for life, inheritance or otherwise, and for such sum and sums of money, as our said Attorneys and either of them, shall be thought fit and requisite, to the uttermost and best commodity and profit of us the said R. E. G. M. and H. L. and the deed and deeds of the same grants and estates, so to be made for us and in our names, to seal, and as our deeds to deliver unto the parties to whom the same shall be so made, or to any other to their use or uses, and the Counterparts of the same, for us and in our names, to accept and receive, and also all such fines, and other summe and sums of money, shall grow due for the same, for us and in our names, and to the use of the said R. E. G. M. and H. L. to accept, receive and take, and upon the receipt thereof, any acquittances or discharges for us and in our names, to make, seal and deliver, and also for us and in our names, and to the use of us the said R. E. G. M. and H. L. to collect, gather, receive and take all such rents, duties, heriots, arrerages of Rents, and profits of Courts as are already or shall be due or payable, for, out, of or concerning the premisses or any of them, giving and granting unto our said Attorneys, and to either of them, our full power or lawful authority in, touching and concerning the premisses, to do, execute, proceed and finish in all things, in as large and ample manner and form, as we the said R. E. W. M. and H. L. or any of us, might or ought to do, if we or any of us were then present, and ratifying and

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allowing whatsoever our said Attorneys or either of them shall do in the premiffes, or any of them, according to the intent of these presents. In witneffe, &c.

*A Letter of Attorney of a bond, for performance of  
Covenants of an Indenture of Lease.*

**T**O all, &c. I. K. of, send greeting. Whereas  
L. B. of, &c. M. A. of, &c. by their obligation  
bearing date the, &c. are and stand bound unto me  
the said I. K. in the summe of, &c. with condition  
thereupon endorsed, for the true performance of  
the covenants, rents and payments, mentioned and  
contained in and by one pair of Indentures of Lease  
bearing date the day of the date of the said obligation,  
made between the said I. K. of the one part,  
and the said L. B. of the other part, as by the same  
obligation and condition may appear. Now know  
ye that I the said I. K. for divers good causes and  
considerations me hereunto especially moving, have  
given, granted, assigned and set over, and by these  
presents do give, grant, assign and set over unto I. C.  
of, &c. his executors, administrators and assigns, as  
well the said recited obligation and summes of money  
therein contained, as all my right, action and  
demand in and to the same, giving, and by these presents  
granting unto the said I. C. his executors, administrators  
and assigns, full power and authority from time to time,  
and at all and every time and times hereafter, from  
and after breach made, and non-performance of the  
covenants, grants, articles, payments or agreements,  
which on the part and behalf of the said L. B. are  
or ought to be observed, performed, fulfilled, paid  
and kept, mentioned and contained in and by the  
said Indenture of Lease,  
for

for me and in my name, nevertheless to the only use and behoof of the said I. C. his executors, administrators and assignes, to sue, arrest, implead and imprison, and at his and their will and pleasure, out of prison again to deliver and release the said L. B. and M. A. and either of them, their and either of their executors, administrators and assignes, for the breach or non-performance of any the Covenants, and all and every summe and summes of money recovered upon or by reason of the said recited obligation, to detain and keep to the only proper use and behoof of the said I. C. his executors, administrators and assignes, without any accompt therefore to be rendred, or for any part thereof, and I, &c. shall and will ratifie, allow and maintain all and whatsoever the said I. C. his executors or assignes shall do or cause to be done in or about the premisses; and I the said I. K. for me my executors and administrators, do covenant, promise and grant to and with the said I. C. his executors, administrators or assignes by these presents, that neither I the said I. K. my executors or administrators, have released the said obligation, or any summe of money therein contained, nor shall or will acquit, release or otherwise discharge the same, or any the Obligors therein mentioned, their executors, administrators, or either of them, without the special licence, consent and agreement of the said I. C. his executors or assignes, in that behalf first had and obtained. In witness, &c.

*A Letter of Attourney to receive Rent when it shall grow due.*

**B**E it known unto all men by these presents, that I T. B. of, &c. for divers good causes and  
confi-

considerations me moving, have made constituted and appointed, and by these presents do make, ordain, constitute and appoint R. R. of, &c. my true, sufficient and lawful Attorney and assign, for me and in my name, nevertheless to the only use and behoof of the said R. R. to demand, collect and receive of W. R. A. H. and I. D. all that summe of, &c. and of W. T. all that summe of, &c. which said summe of &c. will be due and payable unto me the said T. B. for one half years rent at, &c. next ensuing the date of these presents, for lands by them holden of me, lying and being in M. aforesaid, giving, and by these presents granting unto my said Attorney, full power and authority, for me and in my name to take and receive the said summes of, &c. due to me, as aforesaid, and the same so had and received, to detain and keep to his own proper use, without any accompt therefore to be rendred unto the said T. B. my heires or assignes; and also upon the receipt thereof, to deliver unto them an acquittance in my name, vntifying the receipt thereof; and I shall and will suffice, allow and confirme all, and whatsoever my said Attorney shall do or cause to be done, in or about the premisses, by these presents. In witnesse hereof, &c.

*Attest of Attorney to take possession of a Messuage, &c. from the Sheriff, taken upon an Extent.*

To all, &c. I, Sir T B of, &c. send greeting.

Know ye that I the said T B have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and appoint T W and H D of, &c. or either of them, my true and lawful Attorneys, or Attorney, jointly or severally for me and in my name,

to take and receive of the now Sheriff of the County of Y. peaceable and quiet possession as well of and in one capital messuage, &c. as of and in, &c. all and singular which said lands and premises were lately belonging unto I. B. Gent. and which the said now Sheriff hath intended by virtue of a writ of Exce-  
 tion to him directed upon a statute of 100 l. acknowledged and entered into by the said I. B. unto me the said T. B. giving, and by these presents granting unto my said Attorneys, or either of them, full power and authority, for me and in my name, to do, execute, accomplish and finish all and whatsoever shall be needful and necessary to be done, in or about the presents by these presents. And I shall and will ratify, allow and confirm all and whatsoever my said Attorneys, or either of them shall do or cause to be done, in or about the premises by these presents, as if I myself were then and there personally present. In witness, &c.

*A Letter of Attorney to receive a Legacy, and the same to pay in discharge of a Bond.*

**T**O all, &c. I R. R. of, &c. send greeting. Whereas R. B. and R. M. of, &c. together with me, &c. by one obligation, &c. (general words of the recital of the Bond) now know ye that I the said R. D. for the indemnity and saving harmlesse of the said R. B. and R. M. and either of them, their and either of their executors, and administrators, and assigns, of and from the payment of the said sum of, &c. unto the said T. G. his executors, administrators and assigns, on the said, &c. next coming, and at the place of payment aforesaid, have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and

and appoint, the said WM his executors, administrators, and assignes, my true and lawful Attorney for me and in my name or names of me the said RB, my executors, administrators and assignes, to demand, ask, levy, recover, and receive of MB of, &c. IT of, &c. and GI of, &c. or any of them, their or any of their executors, administrators or assignes, the full summe of, &c. parcel of such summe of money as is or shall be due and payable unto me, as a legacy given unto me, in and by the last Will and Testament of WB my Father, late of, &c. Esquire deceased, and upon the receipt of the said summe of, &c. to give and to deliver unto them the said, &c. or some or one of them, their executors or assignes, one acquittance bearing date the day of the date thereof, made, sealed and delivered by me to their use, testifying the receipt thereof, and the said summe of, &c. had and received, as aforesaid, thereout to satisfy and pay unto the said TC his executors, administrators and assignes, the said summe of, &c. on the said, &c. in discharge of the theretofore obligation, and the remainder of the same to detain and keep to the only use and behoof of me the said RB my executors, administrators and assignes, and thereof be accomptable, giving and by these presents granting unto the said RM his executors, administrators and assignes, full power and lawful authority, for me and in my name, stead and place to do or cause to be done, all and every such act and acts, thing and things, as he or they shall think meet or requisite to be done concerning the premises, by these presents, as if I my selfe were then and there personally present. And I shall and will ratifie, allow and mainrain all and whatsoever the said RM his executors or assignes shall lawfully do or cause to be done in or

N 3

about

about the premisses, by these presents. In witness,  
&c.

*A Letter of Attourney to make Leases of Lands, and to  
make sale of woods and Goods, and to make a Grant  
of a Stewardship during pleasure, &c.*

**T**O all, &c. E. M. of, &c. and wife of me the said  
E. Daughter and heir of, &c. and sole Execu-  
trix of the last Will and Testament of T. S. Es-  
quire deceased, send greeting in our Lord God  
everlasting. Know ye, that we the said E. and M.  
for divers good and reasonable causes and considera-  
tions us especially moving have given and granted,  
and by these presents do give and grant unto our  
very trusty and well-beloved friend I. T. of, &c. the  
office of the Stewardship of all those our Mannors,  
Lordships, Lands, Tenements and Hereditaments,  
within the Counties of, &c. late the Lands and Te-  
nements of the said T. S. and him the said I. T. Ste-  
ward of the said Mannors, Lands and Tenements, do  
by these presents nominate, appoint, make, create  
and constitute, to have, exercise, use and hold  
the said office, with the appurtenances unto the said  
I. T. for and during our will and pleasure; and we  
do by these presents further give and grant unto the  
said I. T. full power, liberty, licence, and authority,  
for us and in our names, not only to demise, grant,  
let and to set out by Copy or Court-Roll, according  
to the customes of the said Mannors respectively to  
such person or persons, in fee-simples fee-tail or  
term of life, lives or years and for such fines, rents  
and services, as to the said I. T. shall be thought  
meet and convenient, all such copyhold and cu-  
stomary lands of the said mannors, or any part  
or parcel thereof, which now are demisable or  
grantable

grantable, or lawfully may be demised, granted or let out, within the said Mannors, or any of them, but also to do, perform, execute, use and accomplish all and every other acts, things, demise or matter, which any Steward or Stewards of the premisses, or any of them, at any time heretofore might or could do, or which we may or can in any wise licence or authorize the said I. D. or give commission or power unto him, to do, execute, perform or undergo. And furthermore we the said E. and M. for divers good considerations, and upon mature advice and deliberation, have given and granted, and by these presents do give and grant unto the said I. T. and our trusty servants, I. E. and C. B. or to two of them, whereof the said I. T. to be one, full power, liberty, licence and authority, for us and in our names by writing indented or otherwise, to demise, grant, let and to set out, for life, lives or years, all and singular the said lands, tenements and hereditaments, or any part and parcel thereof, to such person or persons, and for such summe and summes of money, and for such rents and services, and with and under such covenants, conditions, limitations, articles and agreements, in such manner, order, form and sort, as to the discretion of them the said I. T. I. E. and C. B. or two of them, wherof the said I. T. to be one, shall seem meet and convenient, and also to grant, bargain and sell the woods, trees and underwoods of the premisses and every or any part and parcel thereof, and to grant, bargain and sell all such goods, chattels and substance, which we or either of us have, or ought by any means or title to have within the said Counties, to such person or persons, and for such summe and summes of money, and in such manner and form as to the said I. T. I. E. and C. B. or two of them,



whereof the said I. T. to be one shall be thought good and reasonable. And moreover we the said H. and M. have named, appointed, ordained and constituted the said I. T. &c. or two of them, whereof the said I. T. to be one, our true and lawful Attorneys, to ask, demand, recover, levy, receive and gather in our names and to our use, not only all such rents, and arrerages of rents, debts, duties and services, that by any means, degree or sort, are due and payable unto us, or either of us, or that we ought or should have of any person or persons within the said Counties, and in our names, or in the name of either of us, as the case shall require, to sue, arrest and implead such of the said persons as will not make payment of the said rents, services, debts, and duties, and of every of them, and to sue execution upon any condemnation in that behalf, and also in our and either of our names, to make, seal and deliver releases, acquittances, or other discharges, of or for the said rents, debts, duties, and services, in every or any of them, to any person or persons, in such manner, sort and form as to the said I. T. &c. or to two of them whereof, &c. shall be thought meet and convenient, and whatsoever the said I. T. shall do in, &c. for or touching the demising, granting or letting out of the said Copy-hold or customary lands, as a Steward of the premises aforesaid, and whatsoever the said I. T. &c. or any two of them, whereof, &c. to be one, shall do, use or cause to be done, in, for or touching any other thing or matter before mentioned, we do by these present, grant and promise, for us, our heirs, executors and administrators to establish, ratify, and confirme, stand to, allow, avow, as fully and as perfectly to all intents, constructions and purposes as though the same were done by us  
our

our selves actually in our proper persons. In witness  
&c.

*A warrant for an Attorney to confesse a Judgement, in case satisfaction be not made by a certain day.*

**M**After Barret. Whereas I. E. F. Esquire together with C. D. &c. am and stand bound by obligation in the summe and penalty of, &c. conditioned for payment of, &c. at a certain day long since past, if in case I the said E. F. my, &c. do not well and truly satisfy and pay, or cause to be paid unto the said G. B. his, &c. all such summe or sums of money as shall be due to him upon the said last recited obligation, on or before the, &c. next ensuing the date hereof, then I the said E. F. do hereby give warrant and authority, unto you the said R. B. or any other of the Attorneys of the Court of the upper Bench at *Westminster*, to appear for me in the said Court of the upper Bench at *Westminster* unto an action or sute there to be brought or commenced against me the said E. F. by the said G. B. his, &c. upon the said obligation, and to acknowledge and confesse a Judgement upon the same obligation in *Milbournes* term next ensuing the date hereof: and this shall be your sufficient Warrant for the same. In witness, &c.

To T S and R B Attorneys in the Court of the upper  
Bench at Westminster, jointly and severally,  
and to any other Attorney of the  
said Court.

**W**Hereas I A B of, &c. do stand bounden by  
obligation, bearing date the day of the date  
hereof, unto C D &c. in the sum of, &c. conditioned  
for the payment of, &c. on the, &c. next ensuing, &c.  
as by the same, &c. Now I do hereby authorize the  
said Attorneys or either of them, to appear for me,  
and to accept and take a Declaration on the said obli-  
gation, and to plead *non sum informatus* to the same.  
And I do agree, that if the said, &c. be not paid ac-  
cording to the tenor of the condition of the said, &c.  
then judgement is to be entred, then as now for the  
said, &c. and I do also hereby release unto the said  
C D all error and errors touching the said judgement  
and proceeding thereupon to be had. And I will not  
release or revoke the authority and power hereby gi-  
ven to my said Attorney. In witness, &c.

*A Release of an Extent by an Administratrix.*

**R**Received by me Grace H. widow, administra-  
trix as well of the goods and chattels of William  
Blithe, Gent. as of E T Spinster deceased, the  
summe of, &c. of, &c. being the consideration money  
which the said H H payeth to me for the vacuating  
and discharging of an Extent upon a statute of, &c.  
heretofore acknowledged and entred into by I D  
Gent. unto the said W S and also for the buying  
in and compounding of the said Extents, by vertue  
or colour of the said statute, and also for all my in-  
terest

terest and demand in the same statute and extent, of which said summe of, &c. I do hereby acknowledge the receipt, and by these presents do for me, my executors and administrators, remise, release, and for ever quit-claim unto the said I D the said statute and extent, or all manner of proceffe or proceeding whatsoever, occasioned by reason of the said extent. In witness, &c.

*A Release of a Bond, it being lost.*

**T**O all Christian people, &c. I M Longton of, &c. send greeting, &c. Whereas R L S L and T. W. by their obligation, bearing date (recite the Bond) as by the same obligation appeareth: and forasmuch as the said summe of &c. together with all such sum and sums of money as are due for the interest and forbearance, are and is well and truly satisfied and paid unto me the said M L in full discharge of the said recited obligation; which said obligation is lost and cannot be found; Now know all men by these presents, that I the said M M have remised, released, and quit-claimed, and do hereby for me, my executors and administrators, remise, release, and for ever quit-claim unto the said R L S L and T W and every of them, their and every of their executors, administrators, and assignes, and every of them, as well the recited obligation, and all such summes of money as are therein mentioned, to be due and payable unto me the said M L my executors, administrators or assignes, as also all and all manner of actions and sutes, cause and causes of actions and sutes, accompts, debts, reckonings, summe and summes of money, judgements, executions and demands whatsoever which I the said M L

**I.** ever had, now have, or that I, my executors administrators or assigns, or any of us in time to come can or may have, to, for or against the said R. L. S. I. and T. W. or any of them, their or any of their executors, administrators or assigns, for or by reason of the said recited obligation, or any other matter, cause or thing whatsoever, concerning the premises, from the beginning of the world untill the day of the date hereof. And I the said M. L. do for me, my executors, administrators or assigns, covenant, promise, and agree, to and with the said R. L. S. I. and T. W. and every of them severally, their and every of their several, &c. and to and with every of them by these presents, that if I the said M. L. my executors or assigns, or any of us at any time or times hereafter, do find, or can have or obtain the said recited obligation, being lost as aforesaid, then I the said M. L. my executors, administrators or assigns, or some of us, shall and will within two moneths next after the said obligation shall be found as aforesaid, deliver and restore, or cause to be delivered and restored the said obligation unto the hands of them the said R. L. S. I. and T. W. or some or one of them, their, &c. or some of them. In witnesse, &c.

*A Release of all Legacies and demands given and bequeathed by ones last will and Testament.*

**K** Now all men by these presents, that T. E. T. of &c. widdow, have remised, released and quit-claimed, and by these presents do for me, my executors and administrators remise, release, and for ever quit-claim unto L. B. Gent. and H. H. Citizen, &c. executors, &c. and either of them, their executors, administrators, assigns, of and from all legacies, gifts, be-

bequests, summe and summes of money and demands whatsoever, bequeathed and given unto me the said E. T. in and by the last Will and Testament of R. T. &c. deceased, and of and from all manner of actions and suits, cause or causes, or actions and suits, sum and summes of money, debts, duties, reckonings, accounts and demands whatsoever, which I the said I. T. ever had, now have, or that I, my executors or administrators, can or may at any time or times hereafter, have, challenge or demand against the said I. B. and H. H. or either of them, their and either of their executors, administrators or assigns, for or by reason of any matter, cause or thing whatsoever, from the beginning of the world untill the day of the date hercof. In witnesse, &c.

*To I. K. of, &c. one of the Attorneys, &c.*

I A. B. do hereby desire you, and do give you full power, license and authority to appear for me, and for, &c. in the said Court, as of this last M. term in an action of debt, for, &c. at the sute of, &c. upon an obligation conditioned for the payment of, &c. in which said obligation I stand bound as principal; And this shall be your sufficient warrant in that behalf. In witnesse, &c.

*A warrant to acknowledge satisfaction.*

W Horeas there is one judgement depending in the Court of Common-pleas at Westminster, of Trinity term in the, &c. against I. F. of, &c. Esq; for 500 l. debt, besides the costs of sute for Sir H. H. Knight, as by the Records of the said Court more at large may appear. These are therefore to authorize and give full power to you and either of you

you, to acknowledge satisfaction upon the said judgement, and for your so doing this shall be your sufficient warrant irrevocable. *Witnesse, &c.*

To R P and R S or any other Attorney of the Court of Common-Pleas at *Westminster*.

*A Condition for the truth of a Merchants Apprentices, and that he shall give just accompes or demands, and pay what he shall fall short in.*

**T**He Condition, &c. that whereas the within named H. S. at the instance and request of the within bound Sir S. A. hath accepted and taken T. A. Sonne of the said S. A. to be the Apprentice of him the said H. S. for the term of, &c. to be commenced from the day of the date within written, as in and by the said Indenture, &c. If therefore the said T. A. his executors and administrators, do from time to time hereafter, upon every reasonable request in that behalf to him or them to be made by the said H. S. his Executors, administrators, servants, factors or assignes, or any of them, yield, make and deliver up just and true accompt and accomps, and duly discharge him and themselves unto the said H. S. his executors, administrators or assignes, of, for, from and concerning all, &c. such wares, goods, moneys, merchandizes, specialties, bills of debt, and other things which shall be committed, or come to the hands, charge, possession or disposition of the said T. A. by reason or means of his said service, either in the parts beyond the seas, or on this side: And in case it shall happen or fortune that he the said T. A. at any time or times during the said term, to imbeazle, steal,



steals, purloin, mis-pend, or unlawfully to detain, consume or make away any of the monyes, wares, goods, merchandizes, commodities, specialties, bills of debt, and other things, which do or shall belong or appertain to the said H. S. or any his partner or partners, his or their or any of their executors or administrators, or to any other person or persons, wherewith he or they, or any of them, are or shall be in any wise charged or chargeable, if then and so often the said Sir H. S. his Heires, Executors, administrators or assignes, or any of them, from time to time hereafter, alwayes within two moneths next after notice and knowledge in that behalf, in writing to him, them or any of them, to be made or given, by the said H. S. his executors, administrators or assignes, do well and truly make or cause to be made unto the said H. S. his executors, administrators or assignes, at or in, &c. sufficient recompence and satisfaction, in good and lawful, &c. for all such goods, wares, monyes, merchandizes, specialties, bills of debts, and other things, which upon any account or otherwise shall truly appear to be found to have been by the said T. A. so imbeazled, stoln, purloined, mis-pent, or unlawfully consumed, detained or lost, as aforesaid: And further if the said T. A. do not at any time or times hereafter during the said Term, unlawfully depart or absent himself out, of or from the service of the said H. S. his master, without his licence and consent in that behalf first had and obtained, nor to do at any time or times hereafter, merchandize or trade for himself, or undertake to do any businesse or businesses, in the trade or merchandizing, for any person or persons, nor accept or pay any bills of, or give bill or credit for any person or persons, unlesse it be by and with the like consent or licence of the said H. S. his executors, or admini-

ministrators in that behalf first had and obtained in writing, that then, &c.

*A Lease of a Warren of Conies.*

**T**his Indenture made, &c. between A B of, &c. of the one party, and C D of, &c. of the other party witnesseth, that the said H B for, &c. hath demised, granted and to farm-letten, and by these presents doth, &c. unto the said C D his, &c. in the C of K. and all the Conies in the said ground being, with the increase, gains, profit and advantage, from time to time, arising, coming, growing, and renewing of the said Conies in the said ground being, and to the same ground belonging, there to hunt, hey, ferret and pitchnets, or otherwise to use for the most benefit and advantage of the said A B and his assignes, that he can or may devise, in large, ample, and beneficial manner and form as the said A B or any other person and persons heretofore have had, held, used, occupied or enjoyed the same. To have and to hold the said ground and game of Conies, in the same being, and to the same belonging, with all the gain, profits and advantages to the same belonging, and renewing as aforesaid, unto the said C D his executors and assignes, from thence, &c. yielding, &c. A covenant on the tenants part to do reparations on the Warren-house, and on the fences, ditches, hedges and mounds. And at the end, &c. to leave the Berry and Coney clappers sufficiently covered with them, and also the same ground and Berry of Conies, sufficiently replenished and stored with Conies. Covenants for enjoying, &c.

*A License to hawk, hunt and fish.*

**T**O all Christian people, &c. I Dame O. S. &c. send greeting. Know ye, that I the said O. Lady S. for divers good causes and considerations me hereunto especially moving, have given and granted, and by these presents do give and grant unto Sir T. L. of, &c. Knight, and his assignes, full free and absolute power, liberty, license and authority to hawk, hunt, fish and fawls from time to time, and at all times hereafter, at the will and pleasure of him the said Sir T. L. and his assignes, for and during the natural life of me the said O. Lady S. in, upon and within the Mannor or Lordship of M. Super S. in the said County, and in and upon all the lands and grounds thereof, and within the bounds and precincts, limits and circuits of the same, in as full, free, ample and beneficial manner and form, as I my selfe might or could do, in all and every respect or degree whatsoever or howsoever, and without any manner of let, denial or contradiction or interruption of me the said O. Lady S. or of any other person or persons whatsoever, in, by or through any act, means, consent, privity or procurement. And I the said O. Lady S. do covenant, promise, grant, and agree, to and with the said Sir T. L. and his assignes by these presents, that it shall and may be lawful, to and for the said Sir T. L. and his assignes, from time to time, and at all times hereafter during my natural life, as occasion shall be offered, to have and take as well all, and every henns, and other engines and instruments of what sort or kind, of all or any persons whatsoever, shall at any time or times hereafter, hawk, hunt, fish,

fish or fowl, within or upon the said Lordship or Mannor of M. *super* S. or within or upon any part or parcel thereof, without the licence or consent of the said Sir T. L. or his assignes, or some of them, thereunto first had and obtained, he the said Sir T. L. or his assignes, delivering or causing to be delivered unto the Bailiff or steward for the time being, of me the said O. Lady S. of the said Mannor or Lordship of M. *super* S. the aforesaid nets, engines, instruments and dogs, so to be taken as aforesaid, to be used, bestowed and imployed, to and for the use and behoof of me the said O. Lady S. in such manner and form as I the said Lady S. or my assignes, shall think fit. In witness, &c.

*A Lease of Cole mines.*

**T**HIS Indenture made the, &c. between I. L. of, &c. and A. B. of, &c. witnesseth, that the said I. L. for and in consideration of, &c. hath demised, granted, and to farm-letten, and by these presents doth, &c. unto the said A. B. all and all manner of mines, pits and veins of cole now open and known, or that may be found out by digging, sinking or otherwise howsoever, lying or being in certain lands, called or known by the name of, &c. within the mannor of, &c. with free liberty to and for the said A. B. his executors and assignes from time to time, and at all times during the term hereafter mentioned, to dig, search, sink, trench and mine, in and upon the said lands called W. and every part and parcel thereof, at his and their wills and pleasure, for the searching out, having and taking up of coles, and the same so trenched, digged, and found, to take and carry away from time to time and at all times during the term by these presents  
de-

demised, except and alwayes reserved, unto the said I.L. his heires and assignes, all and all manner of quarries heretofore demised, by the said I. L. to C. D. of &c. To have and to hold the said mines and pits of coles, with free liberty of digging, trenching, searching and carrying away the same; with all and singular other the premisses, except before excepted unto the said A. B. his executors administrators and assignes, from the Feast of, &c. unto, &c. yielding, &c. and if it happen the said yearly rent of, &c. to be behind, &c. and the said A. B. for himself, &c. covenanteth, &c. that he the said A. B. his executors, administrators or assignes, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter during the said term of, &c. so long as any such mine or pit shall be digged or trenched, for searching out of Coles as aforesaid, fill up the said mine or pit with meener earth, and then level the same in such sort again, as the same may not be to the annoyance of the Occupiers of the said Lands; called W. or any of them. In witnesse, &c.

*A Letter of License.*

TO all Christian people, to whom these presents shall come; We A. B. of London Alderman, R. L. I. D. and I. P. Merchants, &c. send greeting in our Lord God everlasting. Whereas I. C. Citizen and Vintner of London, (for and by reason of the commerce, divers contracts, agreements, and other causes between him and us the above named persons, passed and had,) standeth and is severally indebted unto the said A. B. R. L. I. D. and I. P. and others, in divers and fundry great summes of money, as by several obligations and writings under his hand and

O

seal

seal unto us severally made, and otherwise it doth  
 and may appear. Now know ye, that we the said  
 A. R. R. L. I. D. and I. P. and the rest, for divers and  
 many good and charitable causes and considerations  
 us specially moving, have given and granted, and by  
 these presents do give and grant, full licence and li-  
 berty unto the said I. C. quietly and freely to go a-  
 bout, attend and negotiate, as well his own pri-  
 vate affairs, business and causes, as also all other mat-  
 ters and things whatsoever he hath, or shall have or  
 do for any other person or persons whatsoever, as  
 well within the City of London, as within all other  
 the, &c. at all and every time and times from hence-  
 forth, for and during the space of, &c. to begin at  
 the Feast of, &c. next ensuing the date hereof, with-  
 out any manner of let, disturbance, molestation,  
 stay, arrest, attachment or sure of his person or of  
 his goods, chattels, money, merchandizes, or of  
 any other commodities or appurtenances whatsoever,  
 by us the said, &c. or any of us, or by the exe-  
 cutors or administrators of any of us on this side,  
 or within the said space, time or liberty of, &c. and  
 we the said, &c. are not only contented and agreed,  
 to give and grant this our present licence and re-  
 spite to the said I. C. for the payment of his said  
 debts, but also every one of us, for his part, do by  
 these presents freely and clearly release, remit, quit-  
 claime and forgive unto the said I. C. all and every  
 such sum and summes of money, as he the said I. C. at  
 this present doth severally owe unto us, in case any  
 of us at any time or times during and within the  
 said space of, &c. as aforesaid, shall do, move, pro-  
 cure, practice or attempt, or cause to be by any  
 wayes or means, any manner of act and thing or  
 things to be done, moved, procured, practised or at-  
 tempted against the said I. C. or his goods, chattels  
 money,

money, merchandizes, or any other of his things whatsoever, contrary to the purports, true meanings, tenor and effect of this our present licence and grant. And further our meaning and intent is, that after the said &c. shall be fully, &c. expired, we do, by these presents give and grant license to the said I. C. that if he, his executors, administrators or assignes, do from thenceforth yearly, at the end of every year, for and during the term of, &c. pay or cause to be paid unto the said several Creditors, or to the several executors, administrators or assignes of us and every of us, the full fourth part of the debt to us and every of us owing, that then we nor any of us, nor any other by our or any of our means or procurement, shall do any thing or act against the said I. C. or any of his goods, chattels, moneys, merchandizes, or any other of his things whatsoever.

*An Indenture upon the choosing of a Burgesse to serve in Parliament.*

**T**HIS Indenture, &c. between H. D. &c. High Sheriff of the County of, &c. of the one part, and H. B. and R. G. &c. Burgeses and Burrough-men of the Burrough and Town of, &c. of the other part, witnesseth, that the said Burgeses and Burrough-men according to the Proclamation made by the said Sheriff for the election of Burgeses in every Burrough or Town within the said County, have the day of the date hereof at A. aforesaid, elected, named and appointed H. B. and R. G. Esquires, Burgeses of the said Town of A. and they to give their attendance, advice and counsel at the High Court of Parliament to be holden at Westminster the, &c. next coming. In witness whereof the said Burgeses,

O 2



gesles and Burrough-men to these present Indentures have put their seals, and subscribed their names and marks, thes, &c.

*A Testimonial for relief of one that had his house and goods burnt.*

**T**O all Christian people, &c. Know ye that we Sir I. T. and T. G. Knights, T. W. E. P. &c. Esquires, for the succouring and relieving of our poor distressed brother S. S. of, &c. do by these our writings testifie, declare and bear witness, that on Friday the tenth of, &c. the said S. S. being at Wakefield market travelling for his livelihood, a sudden and lamentable fire hapned, which burnt down his dwelling house, with all his goods therein, and his Barn, wherein was all his corn and hay, to the utter undoing of the said S. his wife and small children. Now for that the said S. was an honest painful man, and is now brought to so great misery and distress, that he knoweth not where or how to provide for his wife and children, without the charitable relief of well disposed Christians; therefore we pray and desire all charitable and godly-minded persons, to help, succour and relieve the said S. with their charity towards his livelihood; and in recompense of his losses, and in so doing they shall oblige us to shew like charity to any of their neighbours, in their distress and necessity. In witness, &c.

*The beginning of a Demise of Copy-hold lands, &c.*

**T**His Indenture, &c. witnesseth, that whereas at a Court Baron, holden for the manner of, &c.

on

out the &c. last past, the Lord of the said mannor, by, &c. the Steward, did give license to the said I. T. to demise and grant the messuage, lands and tenements hereafter in these presents mentioned, unto any person or persons for the term of 21. years, from the Feast of, &c. then last past, as by the Rolls of the said Courts appeareth; now the said I. T. in pursuance of the said license to him granted as aforesaid, and for and in consideration of the sum of, &c. to him, &c. hath demised, granted, and to farm-letten, and by these presents, &c. all that Copy-hold messuage or tenement, with the appurtenances, commonly called or known by the name of, &c. situate, lying and being in, now or late in the tenure or occupation of, &c. and all, *Prout, in ordinary lands.*

*A Release from two joynt Purchasers, to the other two.*

**T**O all to whom these presents shall come, Sir, T. W. of, &c. Knight, and T. S. of, &c. Esquire, send greeting; Know ye that the said Sir T. W. and T. S. for good considerations them hereunto moving, have remised, released, and for ever quit-claimed, and by these presents do for them, and either of them, their and either of their heires, remise, release, and for ever quit-claim, unto, &c. their heires and assignes, all the estate, right, title, interest, claim, and demand whatsoever, of them the said Sir T. W. and T. S. of, in and to all that the mannor and Lordship of, &c. with the rights, members and appurtenances thereof, and of, in and unto all &c. singular other the manors, Lordships, lands, tenements and hereditaments, which in and by one Indenture enrolled in the Chancery, bearing date the, &c. made between the Right Honourable, &c. of the one part, and the said

said, &c. on the other part, were granted, bargained, and sold, or mentioned or intended to be thereby granted, bargained and sold unto the said, &c. and their heirs, and of, in and unto every part and parcel of them, every or any of them. In witnesse, &c.

*A sale of goods to the Plaintiff levied upon a Sciri facias by the Sheriff's Bayliff.*

**K** Now all men, &c. that I. G. B. Bailiff of the Wapontake of, &c. in the County of, &c. by virtue of the writ of *Sciri facias*, to the Sheriff of the said County directed, have levied of the goods and chattels, &c. the summe of, &c. part of a debt due to, &c. and levied by vertue of the Writ aforesaid to his use. In full satisfaction of which said sum of, &c. I do by vertue of the Writ and Warrant to me directed as aforesaid, assign, sell and set over unto the said, &c. all the goods and chattels, in the apprizement hereto annexed, nominated at the rate of, &c. to have, &c. the said goods and chattels, to him, his heirs, executors and administrators, as his own proper goods and chattels, as fully and absolutely as I the said G. B. might, could or ought to do by force and vertue of the said Warrant and Apprizement, or otherwise howsoever. In witnesse, &c.

*A Lease of goods levied by the Sheriff upon Judgment.*

**T** His Indenture made the, &c. between M. F. of, &c. of the one part, and I. F. of, &c. of the other part. Whereas the said M. F. did in *Mishamis* term in the, &c. by due course of law, obtain and recover one Judgment in the Court of Kings Bench

Bench, now called the upper Bench at *Westminster*, against the said I. F. for the sum of, &c. debt and costs of sute, as by the Records remaining in the said Court, Rot. 232. Whereunto Relation being had, more at large it doth and may appear; and whereas Sir I. S. Sheriff of the said County of, &c. did on or about the, &c. by vertue of a writ of *Sciri facias* upon the said judgement to him directed, returnable, &c. levy of the goods and chattels of the said I. F. the summe of, &c. in part and satisfaction of the said judgement, which goods and chattels were sold by the said Sheriff or his Deputy unto the said M. F. as by a particular Schedule or Indenture hereunto annexed appeareth. *Now this Indenture witnesseth*, And it is fully concluded and agreed by and between the said parties to these presents, in regard the said goods and chattels, mentioned in the said Schedule, cannot be presently sold for the best benefit and advantage of the said M. F. that the same goods and chattels shall remain and continue in the custody and possession of the said I. F. for the use and behoof of the said M. F. his, &c. for and during the space and time of six moneths, next after the date hereof; and if any of the said goods and chattels, mentioned in the said Schedule hereunto annexed, have been already, or hereafter during the said space of six moneths, shall be sold or disposed of by the said I. F. his executors, administrators and assigns, then he the said I. F. for himselfe, his executors and administrators, and for every of them, doth by these presents covenant, promise, grant and agree, to and with the said M. F. his executors administrators and assigns, to give a true and just accompt or accompts, together with the proceed or increase thereof in writings, unto request made, and to pay or cause to be paid unto him the said M. F. his executors,

tors, administrators or assignes, all such summe or summes of money as shall be found due upon the said account or accounts, so to be made or given, and at the end and expiration of the said term, shall and will well and truly deliver, or cause to be delivered unto the said M. F. if the said I. F. his executors, &c. shall be thereunto required, the residue and remainder *in specie*, with the proceed and increase thereof, of all such goods and chattels, mentioned in the said Schedule or Inventory, as shall be so sold or undisposed of, the said M. F. his executors, administrators or assignes, allowing in the mean time unto the said I. F. his executors or administrators, all the benefit and advantage of the wool, milk, and work of the cattle comprized in the said Schedule hereunto annexed, and the use of the other goods comprized in the said Schedule or Inventory, for the pains and care of the said I. F. to be taken in and about the selling, disposing and keeping of the said goods and chattels, or any of them, In witness, &c.

*A Lease of Lands in Barbadoes.*

**T**His Indenture made, &c. between R. C. of, &c. and M. S. of, &c. witnesseth that the said R. C. for divers good causes and considerations him hereunto especially moving, hath demised, granted and to farm-letten, and by these presents doth demise, grant, and to farm-let unto the said M. S. all that his own share, part and portion of Land, containing in all by estimation forty acres of Land, be it more or lesse, situate and being in, &c. as the same was lately and now is separated and divided from other lands now inhabited by the *English* Merchants and planters, or their assignes, and allotted unto the said R. C.

C. for one of his shares of his adventure with the said Company of the said Island, and now are or late were in the tenure or occupation of R. P. or his assignees; and also one acre of Land being part or parcel of, &c. lying within, &c. likewise allotted unto the said R. C. for another share of his adventure to the said Island, the same acre of land to be measured, and set out in some convenient place of the said share of land, adjoining upon or near unto the fresh water, together with free ingress, egress, regress, way and passage to and for the said M. S. his executors, servants, and assignees, by and through, &c. at all convenient times, and by all fitting and convenient wayes and passages, to fetch water from the Springs and rivulets thereunto adjoining, as need shall require; To have and to hold the said share of Land, and acres of Land, and all other the above demised, or meant, mentioned or intended to be demised premisses, with their and every of their rights, members and appurtenances unto the said M. S. his, &c. from, &c. for and during the term of, &c. M. S. his, &c. yielding and paying therefore yearly and every year during the said term of, &c. unto the said R. C. his, &c. the moiety or one half part of all the profits and gains whatsoever, which shall yearly be made or raised by, or by means of the digging, setting, planting, sowing, manuring and imploying the said lands and premisses above by these presents demised or meant, or mentioned to be demised, and every or any part thereof, or by any other wayes or means whatsoever, the same to be yearly and every year, once or oftner, (as shipping may conveniently be had) sent into *England* to and for the use of the said R. C. his heires and assignees: for and in full satisfaction and payment

ment of all manner of rents whatsoever ; and the said M. S. for him, his, &c. doth covenant and grant to and with the said R. C. his, &c. by these presents, in manner and form following, that he the said M. S. shall and will once in every year yearly, or oftner, during the said term hereby granted, and as shipping may be conveniently had as aforesaid, make and send unto the said R. C. his heires or assignes, a just and true accompt how the same lands and premisses hereby demised, have until that time been employed and used, and likewise with the same accompt shall and will send and deliver, or cause to be delivered unto, and for the use and behoof of the said R. C. his heires and assignes, unto the City of London, the said moiety or one half part of all the increase, profit and gaines above by these presents reserved, which shall happen to be accrued or risen by the means of the husbanding and imp'oying of the said lands and premisses by these presents demised, and also shall and will from time to time send and deliver, together with the said rent above reserved, unto the said R. C. his executo<sup>r</sup>s or assignes, all the other moiety or half part of all the profits and gains, which shall happen to be accruing and arising, by means of the said husbanding and imp'oying of the said lands and premisses in sort as is aforesaid, or so much thereof over and above the said rent, as shall be due and payable by vertue of these presents, untill the summe of, &c. shall be fully satisfied and paid unto the said R. C. his, &c. which summe he the said R. C. at and before the en-sealing of these presents, did disburse and lay out for the furnishing of the said M. S. with implements, utensils and other necessaries, to be used and employed in and about the manuring, managing and dressing of the said lands above mentioned to be demised.



mised. And, further that he the said M. S. his ex-  
 cutors, administrators or assignes, or some of them,  
 shall and will from time to time, and at all times here-  
 after during the continuance of this demise, in good  
 order of husbandry, set, sow, plant and imploy  
 the lands and premisses hereby demised, to the best  
 advantage, according to the custome of the Country  
 there used and to be used; And also shall and will  
 at his and their own proper costs and charges, erect,  
 build and set up in good order of workmanship one  
 convenient house upon some most commodious  
 place of the premisses. And further that he the said  
 M. S. his, &c. shall not and will not at any time or  
 times hereafter, during the continuance of this pre-  
 sent lease, demise or grant the premisses to any per-  
 son or persons whatsoever, for and during the term  
 hereby granted, or any part thereof, without the  
 licence of, &c. or make any wilful waste or spoil  
 upon any the Cedar or Timber-trees now standing,  
 growing or being, or which at any time hereafter  
 shall stand, grow or be upon the premisses, or any  
 part thereof, other than for their necessary use. Cove-  
 nant for reparations and for quiet enjoying, &c.  
 provided alwayes that if it should happen the said  
 yearly rent to be behind, &c. or if default shall be  
 made of or in the performance of any the covenants,  
 grants, articles, payments and agreements herein con-  
 tained on the parts, &c. that then and from thence-  
 forth it shall and may be lawful, &c. In witness, &c.

*A Lease from a Company.*

**T**his Indenture made, &c. between, &c. Witness-  
 eth that the said Master and four Wardens, by  
 and with the assent and agreement of the more part  
 of

of the most ancient and discreet persons of the said Fraternity, their assistants, as well for and in consideration of the summe of, &c. have demised, &c. all that their messuage, &c. To have and to hold, &c. yielding, &c. A Covenant for reparations, for emptying the sedges, widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glasse-windows, wainscots, partitions, and such like as shall be fixed, fastned and set within or about the premises, and are not removable by the custome of the City of London, without defacing, spoiling or destroying the same; and that it shall and may be lawfull to and for the said Master, &c. their Rent-gatherer, officers and assignes, to enter and come into and upon the premises, there to view, search and see the estate of the reparations of the same, and of the decays and defaults there found, to give or leave warning of the premises aforesaid, to and for the said L. W. his, &c. to repair and amend all and every the said decays and defaults within the space of, &c. Provided alwayes that if it shall happen the said yearly rent of, &c. or if the said L. W. shall grant, assign or set over his, &c. to any person or persons without the, &c. or if the reparations of the premises or any part thereof, shall not be made and done within the space of, &c. above limited for the doing of the same, that then and from thenceforth in every or any the cases aforesaid, this present lease and term of years shall cease, determine and be utterly void, and that then or at any time after, it shall and may be lawfull to and for the said Master, and four Wardens of the Fraternity aforesaid, and their successors for the time being, and their rent-gatherer, officers, or any other certain Attorney in their name and to their use, into the premises above demised, with the appurtenances, to re-en-  
ter

ter, and the same to have again, &c. and the said L. W. and all other occupying, &c. thereof thereout to expel, &c. In witnesse, &c.

*A Lease from a Parson and Church-wardens, with a Covenant for building, &c.*

**T**His Indenture made between G. G. Dr. of Divinity, Parson and Proprietor of the Parish-Church of, &c. I. M. and C. H. Church-wardens, of the goods, works, rents and ornaments of the said Parish-Church of the one part, and C. L. of, &c. of the other part witnesseth, that the said Dean and Chapter, and Church-wardens, with the whole assent and consent of the Parishoners of the said Parish, for divers good causes and considerations them thereunto especially moving, hereafter in these presents mentioned, viz. as well for the new building and erecting of the tenement which is ruinous and in decay, hereafter in these presents, by them demised to the same W. as also for the increase of the yearly rent of the said tenement being lately demised to, &c. deceased, have demised, granted and to farm-letten, &c. unto the said W. N. all that tenement with a garden lying on the back-side thereof, belonging to the Parish of, &c. late in the tenure of, &c. situate in, &c. between, &c. which said tenement and a garden on the South part thereof, containeth in length from, &c. eighty four foot assize, and in breadth from the North-corner of, &c. to the, &c. twenty foot of assize, and in length, from the East side of, &c. and from the South corners of, &c. to, &c. nineteen foot and two inches of assize, and all rooms, chambers, sellers, sellers, houses, gardens, yards, entries, easements, and

and all other edifices and buildings, with all and singular their appurtenances whatsoever to the said tenement and garden belonging or appertaining, in as large and ample manner as the same were demised, used and occupied by the said, &c. his assigns or any of them. *To have and to hold, &c. yielding, &c. unto the Church-wardens of the Parish for the time being, and to their successors, to the use of the said Church, the sum of, &c. at the, &c.* And whereas the said tenement is at this present in utter ruine and decay, and not meet to be inhabited, therefore the said W. N. for the consideration before mentioned, doth for him, his, &c. covenant and grant to and with the said Church-wardens, and their Successors, Church-wardens of the said Parish by these presents, that he the said W. N. his, &c. shall and will for his most benefit and commodity, erect and new build the said tenements, with good and well-seasoned timbers, within the space of, &c. and the same erected and built, shall and will sufficiently repair, maintain and keep, with all manner of reparations in and by all things whatsoever, as often as need shall require, during the said term-Covenant for re-entry upon non-payment or not repairing. Covenant for quiet enjoying. *Et similia.*

*A Lease from a Town or Corporation to commence at the end of a former, with several Provisoers.*

**T**HIS Indenture made between the Mayor, Bailiffs and Burgesses of the Burrough and Town of, &c. in, &c. and H. T. of, &c. witnesseth, that the said Mayor, Bailiffs and Burgesses, by and with one full assent, consent and agreement, as well for  
and

and in consideration of the summe of, &c. to be paid unto the said Mayor, Bayliffes and Burgessees at the commencement of this present lease, as also for divers, &c. and for and upon the conditions and provisos hereafter in these presents expressed, have demised, granted, set and to farm-letten, and by these presents do, &c. unto the said H. T. all that their burgage, messuage and Tenement with the appurtenances, situate, lying and being in P. aforesaid, upon the East-side of a certain Close, there commonly called the, &c. late in the tenure of, &c. and also all that shop, &c. and all and singular other the houses, edifices, buildings, barns, stables, shops, rooms, lofts, folds, courts, yards, back-sides, curtilages, commons, common of pasture and turbarie wayes, waters, easements, liberties, profits, commodities, emoluments, advantages and appurtenances, whatsoever, to the said Messuages, burgage, or tenement or shop, or any of them, or any part or parcel thereof belonging, or in any wise appertaining, or heretofore, &c. *To have and to hold* the said, &c. to the said, &c. from and after the end and expiration of one lease heretofore made, &c. of the said premises unto I. T. late father of the said H. T. for the term of, &c. yielding and paying therefore yearly during the said term unto the said Bayliffs for the time being, and their Successors, to the use of the said Mayor, Bayliffs and Burgessees, and their Successors, the annual or yearly rent of, &c. at the Feast, of, &c. only, during the said term, or within, &c. next after the same, if it be lawfully demanded, either by publick notice, or otherwise, for all manner of rents, boons, duties, fines, services, and demands whatsoever; and if it shall happen the said yearly rent of, &c. that then and from thenceforth it shall be lawful to and for

for the said Mayor, Bayliffs and Burgesſes, their, &c. into the ſaid demised premisses, &c. and the distresse or distresses, &c. until ſuch time as the ſaid rent, &c. be fully ſatisfied and paid unto the ſaid Mayor, Bayliffs, &c. and if no ſufficient distresse may or can be found in and upon the ſaid demised premisses, or any part thereof, to ſatisfie the ſaid rent with the arrearages thereof; or that the ſaid Bayliffs for the time being, be interrupted or hindred to diſtrain for the ſame, that then and from thenceforth it ſhall and may be lawful to and for the ſaid Mayor, Bayliffs and Burgesſes, their heires and ſucceſſors, or any of them, into the ſaid demised premisses, or any of them, with the appurtenances, to re-enter, and the ſame to have again, re-poſſeſſe and enjoy, as in, &c. this preſent Indenture, or any thing, &c. Covenant for reparations, and to leave it ſo. Proviſo, that in caſe of non-payment of the rent, or if the premisses ſhall be aſſigned to any perſon not dwelling or inhabiting within the ſaid Burrough or Town, and who is not a free Burgeſſe of the ſaid Town, that then and from thenceforth, &c. Provided further and upon this condition, that if it ſhall happen the ſaid H. T. to dye without iſſue male of his body lawfully to be begotten, before the commencement of theſe preſents, and before the payment of, &c. being the conſideration agreed upon to be paid for the ſame, then if R. T. of, &c. or the iſſue male of his body lawfully begotten, or I. T. or the iſſue male of his body lawfully begotten do pay to the ſaid Mayor, Bayliffs and Burgesſes for the time being, their Heires and Succeſſors, the ſaid ſumme of, &c. in manner and form as aforeſaid, and alſo 20 l. to the iſſue female ſurviving of the ſaid H. T. if there be any ſuch then living within one year then after their, or either of their entry, that then

then and from thenceforth the said R. T. shall be interested in these presents, to him and the heirs males of his body lawfully begotten, and for default of such issue, to the said I. T. youngest brother of the said H. and of the heirs males of his body lawfully begotten, he the said I. T. or his issue male paying the said sum of, &c. to the said Major, Balliffs, and Burgessees, and the said sum of, &c. to the issue female of the said T. H. in such manner and form, as is herein before expressed, limited and appointed; and for default of such issue, then to the heirs and assigns of the said H. during the residue of the said term. In witness, &c.

*Alse for three lives, with a letter of Attainey to take and give possession.*

**T**his Indenture made, &c. between, &c. witnesses, that the said, &c. for and in consideration of, &c. doth demise, &c. all that his messuage and Tenement with the appurtenances, and all and singular shops, sellers, sellers, chambers, rooms, entries, wayes, yards, back-sides, lights, easements, profits and commodities whatsoever, to the said messuage or tenement belonging or appertaining, or to or with the same used, occupied or enjoyed, late in the tenor, &c. situate, &c. *Habund.* the said messuage or tenement, and other the premises, with the appurtenances, to the said, &c. and to his assigns, for and during his natural life, the remainder thereof to the said F. his wife and to her assigns, for and during term of her natural life, the remainder thereof after the said several deaths of H. and F. unto the said S. for and during the term of her natural life; Yielding, &c. during the said term or estates, and every or any of them, unto the said I. his heirs and assigns the sum of, &c. at the, &c. by even and equal portions

P

and



and yielding and paying therefore also unto the said  
 I. h.s, &c. for and upon any alienation, demise or  
 grant of the premises, or of the greater part of them,  
 and for and upon any change of tenant or tenants of  
 the premises, during the said term or estates, or  
 any of them, the sum of, &c. (toties quoties) for every  
 change, alienation or demise, in the name of a fine  
 for alienation, the same fine or fines to be paid to the  
 said, &c. at the messuage or tenement aforesaid  
 within the space of, &c. next ensuing the first of the  
 Feasts aforesaid, which shall next come or happen to  
 be after any such alienation, &c. of the premises, or  
 the greater part thereof. A Covenant that they the  
 said H.F. his wife, and S. their, &c. or some of them,  
 shall or will at or before the, &c. expend, disburse  
 and lay out, in, upon or about the building, re-  
 pairing, strengthening or bettering of the said mes-  
 suage or tenement, with the appurtenances, and other  
 the demised premises, the sum of, &c. at or before the  
 Feast of, &c. provided always, that if it shall happen  
 the said yearly rent of, &c. or the said fine or fines  
 that shall grow due, &c. at any time during the life, of  
 &c. to be behind and unpaid, in part or in all, by the  
 space of, &c. next after, &c. or if the demised premi-  
 ses, or any part thereof, shall be in decay or unrepar-  
 ed by the said space of, &c. next after notice given,  
 that then the estate of the said H. for & during his na-  
 tural life, shall cease, determine and be utterly void &  
 of none effect, to all intents and purposes, or if at any  
 time after the decease or determination of the said  
 estate of the said H. and during the life of the said F. it  
 shall happen the said yearly rent of, &c. or at the said  
 fine or fines to be behind and unpaid, &c. by the space  
 of, &c. or that the said demised premises shall be in  
 decay or want repairing, &c. by the space of, &c. that  
 then likewise the said estate of the said F. shall cease,  
 determine

determine, &c. and that then and at all times from  
thenceforth, it shall and may be lawful to and for the  
said I. his, &c. into the said demised premises, with  
the appurtenances, and into every part and parcel  
thereof to re-enter, and the same to have again, re-  
possesse and enjoy as in his and their former estate,  
and that thereupon this present Indenture of Lease to  
be void and of none effect, any thing herein, &c. And  
lastly, the said I. P. doth by these presents make, or-  
dain, constitute, authorize and appoint, and in his  
state and place put his trusty and well-beloved friends  
P. W. and I. M. to be his true and lawful Attorneys,  
joyntly or severally for him, and in his stead and  
name, to enter into and upon the said demised pre-  
mises, or into or upon any part or parcel thereof, in  
the name of the whole, for him, in his name and to  
his use to take and keep, and after such possession so  
had and taken, full and peaceable possession & seizin  
of the same premises, or of any part or parcel thereof  
in the name of the whole, for him, in his stead and  
name, to give and deliver unto the said M. R. P. his  
now wife, and S. B. or any of them, or to their or any of  
their certain Attorney or Attorneys, in that behalf  
authorized, according to the tenor, purport, effect,  
and true meaning of these presents, ratifying, allow-  
ing and holding firm, all and whatsoever his said At-  
turneys joyntly, Nor either of them severally, shall do  
or cause to be done, in or about the premises by the  
tenor of these presents. In witnesse, &c.

*A Letter of Atturney to deliver two Leases.*

**T**O all to whom, &c. I W. L. of, &c. sendeth gree-  
ting. Whereas the said W. L. hath caused two  
several Indentures bearing date with these presents, to

re-drawn and ingrossed, purporting several demises and grants, from the said W. L. unto R. G. of, &c. the one of them purporting a demise of all that one Close, &c. (as in the Lease is recited) with their appurtenances, now or late in, &c. lying and being in, &c. To have and to hold the said several Closes and premises, and every part th<sup>e</sup> parcel thereof, unto the said R. G. his, &c. from ~~the~~, &c. as in the Lease, yielding, &c. if demanded, and the other of them purporting a demise of all that messuage or tenement with the appurtenances, &c. as in the Lease: To which several Indentures the said W. L. before the en- sealing and delivery of these presents, hath put his hand and seal. Now know ye that the said W. L. hath made, ordained, confirmed, authorized and appointed, and by these presents doth, &c. his trusty and well-beloved friends R. S. &c. his true and lawful attorneys jointly and severally, for and in the name and place of him the said W. to enter and come into and upon the said several grounds, and all and singular other the premises above severally mentioned to be demised or any part or parcel thereof, for or in the name of the whole and full and peaceable possession & seise thereof to take & have, and being so entered and thereof or of any part thereof quietly possessed, then and there for and in the name, and in the proper act and deed in the law of the said W. L. to deliver to the said R. G. or his lawful Attorney or Assignes in that behalf, to his proper use and behoof, the said several Indentures, to which the said W. L. hath put his hand and seal as aforesaid, and also to do, say, exercise, execute, conclude, determine and finish, all and every other act and acts, matter and thing whatsoever, which in and about the delivery of the said several Indentures, or either of them, shall be requisite and expedient to and for his said Attorneys, or either

of them to do by all due and lawful circumstances  
so fully and effectually in every respect, as he the said  
W. L. might or could do being personally present  
at the doing thereof, giving and by these presents  
granting unto the said, &c. the full and whole power  
strength and authority of him the said W. L. in the  
execution of the premises, and ratifying and allow-  
ing all and whatsoever the said, &c. or either of them  
shall lawfully do or cause to be done in the execu-  
tion of the premises, for and in the name of the said  
W. L. as the proper act and deed of him the said W.  
L. In witness, &c.

*At Assignment of certain Debts by an Administratrix to  
Creditors.*

**T**O all to whom, &c. I E. B. of London widow, Ad-  
ministratrix of all & singular the goods, chattels,  
debts and credits, which late were R. E. my husbands  
deceased, send greeting, &c. Whereas the said R. B.  
my said late Husband, in his life-time stood indebted  
unto, &c. and unto every of them severally, in certain  
several sums of money Know ye therefore that I the  
said E. B. intending as much as in me lyeth, to give  
content and satisfaction unto them and every of  
them, Have given, granted, bargained, assigned and  
set over, and by these presents do fully, clearly and  
absolutely, &c. unto the said, &c. and to every of their  
executors, administrators and assigns, all and every  
the book debts, specialties, obligations and writings  
obligatory, acquittances and receipts named and men-  
tioned in a Schedule, &c. which are due and owing  
unto me the said E. as Administratrix, as aforesaid,  
by one, &c. and one, &c. by what name or names so-  
ever they be called or known, and by such their Sur-  
ties, as in the said obligations or writings obligatory

are named, as in and by the, &c. more plainly, &c. together also with all and every summe and summes of money, commodity, profit, benefit and advantage, that shall or may come, grow, or be had, made, gotten or obtained, of or by the said book-debts, obligations, and writings obligatory, and every of them, and all my right, title, interest, property, claim and demand, of, in and to the same, and every part thereof, And I the said, &c. for me, my executors and administrators, do Covenant, grant and promise, to and with the said, &c. and every of them, their and every of their, &c. by these presents, that I the said E. B. have not heretofore released, or by any wayes or means discharged, the said book-debts, obligations, writings obligatory, acquittances or receipts, or any of them, or the several summes of money in them comprized, or any part or parcel thereof; and I the said, &c. my, &c. shall not, nor will not at any time or times hereafter release, or by any wayes or means discharge the said book-debts, obligations, writings obligatory, &c. or the said several summes of money in them or any of them contained, without the consent of, &c. first thereunto had, &c. and that I the said, &c. my, &c. shall and will permit and suffer the said, &c. joyntly and severally, at their costs and charges, to commence, pursue and prosecute all and every such lawful actions, suites and executions which shall or may in any wise be commenced, prosecuted or brought against the said, &c. by reason of the said book-debts, &c. and the same actions, &c. shall and will ayow, justifie and maintain, without fraud or guile. And that the said, &c. their, &c. shall or may quietly have, possesse or enjoy to their own proper use and uses all and every such sum and sums of money, executions, and the benefit thereof which shall be had, levied, recovered or obtained by reason of the same

same, and shall have power and authority in the name of me to acquit, release, &c. the said, &c. for, touching, &c. the said book-debts, &c. In witness, &c.

*A Letter for Composition of half-debts.*

**T**O all whom, &c. we E.E. &c. Citizens, &c. of London, Creditors of P. P. &c. send greeting. Whereas the said P. P. the day of the date of these presents, is and standeth justly indebted, and doth owe unto us the several parties above named, divers and several summes of money: And by reason of the many losses, great hindrances and other damages happened unto him, he is utterly unable (as he affirmeth, and as appeareth unto us) to give other satisfaction for our said debts, than by and with such goods and wares as are now remaining in his hands, and such debts as are now at this present owing unto him, which we the said Creditors are unwilling to accept of or any wayes to intermeddle with, but have rather resolved and made choise to undergo a certain losse, and to accept of 10 s. per l. or one half of the debts by him owing unto us, to be duly paid in full satisfaction of our said debts, in manner and form following, viz. When and as soon as all and every of us the creditors above named, have subscribed, sealed, and in due form of Law delivered in this present writing to the use of the said P. P. then he the said P. P. his executors, administrators or assigns, shall pay or cause to be paid unto every of us the said Creditors our, &c. one fifth part of, &c. after the rate of 10 s. in the l. by these presents agreed upon to be accepted of, in full satisfaction of our said debts, and the remainder of our said debts, after the rate and agreement aforesaid in six parts being divided, to be paid at six several payments half-yearly, at such in-

different place and places, as we the said Creditors, & every of us, our, &c. shall nominate and appoint. The first payment whereof to begin and to be made on the &c. next ensuing the date of these presents. The second payment to be made, &c. Now know ye therefore that we the said Creditors do covenant and grant, and every of us for his own part, and for his own, &c. doth covenant, and grant to and with the said P. P. his, &c. and to and with every of them by these presents, that if the said P. P. his, &c. or any of them, upon the enscaling and delivery of this present writing by all and every of us the said Creditors, according to the effect and true meaning of these presents, do and shall well and truly pay or cause to be paid unto every of us the said Creditors, our and every of our, &c. the said fifth part of our said debts, after the rate of 10 s. per l. according to the agreement aforesaid; at the, &c. without any fraud, covenor further delay; And also if the said P. his, &c. for the more sure payment of the residue and remainder of our said debts after the rate aforesaid, in six parts to be divided, and to be paid at six several payments, at such dayes, time, place and places; and in such manner and sort as is above limited and expressed, do and shall at and before the, &c. become bound unto us and every of us, our, &c. in double the summe or summes, in the condition or conditions in the same obligation or obligations, or writings obligatory to be specified. And further if the same obligations and every of them shall be delivered unto every of us or the assign or assignes of us and every of us, at or before the said, &c. at such indifferent place or places as we the said Creditors, our, &c. shall nominate, that then from and after such payment made, of the said first part of our said debts, after the rate of, 10 s. in the l. and after the same obligation made and delivered



ly used unto us, for the several payments aforesaid according to the limitation, effect, tenor and true meaning of these presents, we the said Creditors, and every of us the executors, &c. shall and will hold our selves well contented and satisfied, for all such debts as he the said P. P. his, &c. did formerly owe unto us and every of us, before the enscaling of the same obligations, and that then also we the said Creditors and every of us, or the executors, &c. within fourteen dayes next after the enscaling and delivery of the same obligations unto us and every of us, according to the true meaning of these presents, shall and will seal, subscribe, and in due form of law deliver unto the said P. P. his, &c. one general release or other discharge of al debts, duties and demands whatsoever by the P. P. unto us and every of us formerly owing or payable from the beginning of the world until some few daies before the date of the same obligation, so to be sealed and delivered unto us as aforesaid. Provided alwayes that these presents nor any agreement matter or thing herein contained, shall be of any force or effect, to bind or charge us or any of us the said Creditors, which have, or shall hereunto agree, seal and subscribe, before the first day of, &c. next coming after the date of these presents. In witness, &c.

*Another Letter of Composition.*

**T**O all to whom, &c. we A. B. Creditors of, &c. send greeting. Whereas the said W. C. and W. I. are and do stand joyntly indebted, & do owe unto us the said Creditors divers sums of money, which as it seemeth they are very willing to satisfie unto us and every of us, as they and either of them shall be able. Neverthelesse we the said Creditors and every of

of us who have hereunto sealed and subscribed (finding and perceiving that they the said W. and W. are much damnified & impoverished by many losses and hindrances through Chapmen and otherwise, whereby they are disabled to yield unto us full and plenary satisfaction for our said debts) are contented & well-pleased, and of our free motions do severally and respectively agree and bind our selves, our heirs, &c. to the said W. and W. by these presents, to accept and take of them the said W. and W. their, &c. after the rate of, &c. in the pound, in full satisfaction of all such debts and sums of money, as they do joyntly owe unto us and every of us respectively, the same to be paid at four equal payments in four parts to be divided. The first payment thereof to be made and to begin at, &c. (recite all the payments) so as the said W. and W. for the more sure and better payment of the several sums aforesaid, in recompence & satisfaction of our and every of our said several debts, after the rate of, &c. in the pound as aforesaid, their executors or administrators do before the, &c. become, joyntly bound with sufficient sureties unto us and every of us respectively, by obligations in double the penalties in due form of law to be made, sealed and delivered unto us and every of us, or to our and every of our use and uses, by the appointment of us and every of us, at such place and places as we and every of us shall differently nominate or prescribe. Provided always that these presents, nor any thing herein contained, shall be of any force or effect, to bind or charge us or any of us, who have hereunto sealed and subscribed, unless and until all and every the residue of us the said Creditors above named, shall and do likewise seal and subscribe these presents, at or before the, &c. next ensuing. In witness, &c.

*A Letter of License and Composition for payment at several times.*

**T**O all, &c. we Creditors of, &c. send greeting.  
 Whereas the said I. M. at this present time doth stand indebted, and justly oweth unto us the said Creditors divers and sundry sums of money, which by reason of many debts, and some of them very great, that are likewise justly owing him, and cannot be had and recovered without some respite of time, and some of them not without sure, he is very much disabled to make present payment unto us the said Creditors, of our whole and just debt, as he seemeth willing and desirous. In consideration whereof he instantly desireth and requireth, that we the said Creditors, and every of us, will be pleased to give and grant unto the said, &c. such liberty and respite of time, for the payment and satisfaction of our several debts, as he thinketh reasonable, for the obtaining, getting and recovering of his said debts, *viz.* that we and every of us would be contented to take, and accept our said whole debts, in three equal parts to be divided, & to be paid at 3 several payments in manner and form following, *viz.* the first payment thereof to be one equal third part of the said whole debt, and to be made on the, &c. the other two third parts thereof residue, to be divided into 4 equal parts, and to be paid at 4 six months then next following, *viz.* on the, &c. one equal part thereof, namely the other two, and one other 4th part thereof, residue on the, &c. in full payment and satisfaction of the said several debts; & for the more sure performance of the said several payments aforesaid, in such manner and form as is above limited & declared, according to the intent and true meaning of these presents.

he the said L. M. shall and will at or before the, &c. become bound unto us and every of us the said Creditors respectively, by one obligation in due form of law to be made, with condition including all and every the said payments in such sort as is above limited at some convenient place or places within the City of London, by every of us the said Creditors to be nominated and appointed, and the penalty of every obligation to be double the whole sum included in the condition of the same to be delivered to us, and every of us, our, &c. at or before the, &c. next ensuing the date hereof. Know ye therefore that we the said Creditors whose names are here under subscribed, and every of us for his own part, and for his own, &c. for the consideration above specified and expressed, do by these presents willingly consent, covenant, promise and agree to and with the said I. M. his, &c. by these presents, that we the said Creditors, and every of us, our, &c. respectively, shall and will accept and take of the said I. M. his, &c. all and every the said several debts and summes of money by the said I. unto us and every of us owing and payable upon such obligation and obligations, assurance and assurances, as aforesaid, to be paid in such manner and sort, and at such dayes and times as is above limited and required: And further, that we the said Creditors and every of us, our and every of our, &c. respectively upon the delivery of the said obligation unto us and every of us, our and every of our, &c. shall and will at the charge of the said I. M. his, &c. seal, subscribe, and in due form of law deliver unto the said I. M. one sufficient general acquittance to be rendered by him the said I. M. his, &c. and to bear date and limitation before the day of the date of the said new obligation to be made for the same debt, and also for and upon every payment made

according to the limitations aforesaid, and the intent and true meaning of these presents at the like charge of him the said I. M. his, &c. shall and will seal and deliver unto the said I. M. one sufficient acquittance to be rendered by him the said I. M. his, &c. testifying every such payment as aforesaid, for the better discharge of him the said I. M. his, &c. and every of them in that behalf. Provided alwayes, and upon condition nevertheless that these presents, nor any promise, agreement, matter or thing herein contain'd, nor any act or thing acted by us or any of us, or formerly done, knowledged or suffered touching the premises, or to be done, knowledged or suffered, shall be of any force or effect, to bind or charge us or any of us the said Creditors, who have or shall hereunto agree, seal and subscribe, unlesse all, and until all and every the rest and every of us the same Creditors, above mentioned do and shall likewise before the, &c. now next coming, subscribe, seal, and deliver these presents, in due form of Law, according to the intent and true meaning hereof, any thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

*A Letter of License.*

**T**O all to whom, &c. we M. A. and R. B. Creditors of, &c. Citizen and Mercer of London, send greeting. Whereas the said N. C. the day of the date hereof is indebted, and doth owe unto us the said Creditors divers summes of money, which by reason of some losses unto him hapned, and divers bad debts owing unto him as he informeth us, he is not able presently to satisfie and pay as he willingly would, but requireth our favour and respite of time for payment thereof; therefore know ye, that we the said Creditors above named, and every of us, mo-

ved with compassion and the desire which the said M. hath to and for the contentation of our said debts, Have given and granted, and by these presents do give and grant unto the said N. G. our sure and whole license, liberty and safe conduct as much as in us is, so also he the said N. may safely come, go and resort unto us, and every of us his said Creditors, to compound and take order with us, and every of us, for our and every of our said several debts, without any let, trouble, sure, arrest, attachment or other impediment to be offered or done to him the said N. his wares, goods or merchandizes, or any of them, for and during the time and space of one whole moneth next ensuing the date of these presents; and if it happen the said M. N. in his person, goods, wares or merchandizes, or any of them within the said term of one moneth next coming after the date aforesaid, by us or any of us the said Creditors, or by any person or persons by or through the Commandment, will, procuring, partnership, consent or knowledge of us or any of us, against the tenor, form and effect of this our present writing of safe conduct, in any wayes to be arrested, sued, impleaded, vexed, hindered or attached, and thereof be not forthwith delivered or defended, and then he the said M. N. his heires, executors and administrators, shall be by vertue of these presents for evermore clearly acquitted & discharged against him or them of us, by whom he the said N. shall, contrary to the form, effect and true meaning of this our present writing and safe conduct, be attempted, vexed, sued, attached, arrested or hindred, and thereof not forthwith released or defended as aforesaid, of all manner of actions, suites, debts, and demands whatsoever they be, from the beginning of the world, untill the day of such arrest, suites, attachment or hindrance. In witnesse, &c.

*Another Letter of Licenst.*

**T**O all, &c. We whose names, &c. Whereas A. B. &c.  
 in divers several sums of money to us severally is  
 indebted, and hath not wherewithal to satisfie us at  
 present, and we and every one of us, minding to grant  
 unto him favour and respite, for the payment of the  
 same: Know ye that we the said Creditors and every  
 one of us being moved with compassion, and fully re-  
 solved of the good will and desire which the said A. B.  
 hath to see the said several debts, duties and summes  
 of money satisfied and paid, Hath given and granted,  
 and every one of us for his own proper debt and duty,  
 part and portion severally, Have given and granted,  
 and by these presents, &c. unto the said A. B. by what-  
 soever name, surname or addition he be called or  
 known, sure, full and free liberty, licence and safe  
 conduct as much as in us severally is, in such sort as  
 the said A. B. with all his goods, chattels, debts,  
 duties, and other things whatsoever, freely, peaceably  
 and quietly, at his own free choice, election and  
 pleasure, shall or may go, come, abide and sojourn,  
 passe and repasse at all and every time and times, from  
 the day of the date hereof, during the term and space  
 of three whole years now next coming, and fully  
 to be compleat and ended. And we the said Credi-  
 tors, all and every one of us severally for himself, his  
 &c. do and doth severally covenant, promise and  
 agree, that we the said Creditors, or any of us, or any  
 other person or persons for us or any of us, or by our  
 or any of our authority, assent, consent or procure-  
 ment, the said A. B. or any of his goods, chattels or  
 any other thing or things of his, shall not, or will not  
 in any wise sue, arrest, implead, attach, imprison,  
 condemn, trouble or molest, for or concerning satis-  
 faction



satisfaction or payment, to be made unto us or any of us of our said several debts and duties, or of any part or parcel thereof, or for any other matter or thing whatsoever, which we or any of us can or may have, pretend or demand, of, for or against the said A. B. or to finde or provide for us any other sureties or Security, for the satisfaction or payment of the said several debts and other things, or any of them or any part or parcel thereof, other then all or every one of us now severally have or hath for the same, during the term aforesaid. And further we, all and every of us Creditors aforesaid, are agreed and contented, and do covenant, &c. that if it happen at any time or times, he the said A. B. during the term aforesaid, or by his body, goods or chattels, by us or any of us, or by our, &c. contrary to the true meaning, of, &c. to be any wayes, &c. sued, &c. the said A. B. his, &c. shall be for evermore by these presents clearly acquitted, &c. against him or them of us, by whom he or they shall contrary and against the tenor, form and effect of these presents, be sued, arrested, &c. or and from all manner of actions, suits, quarrels, challenges, debts, &c. In witness, &c.

*A Declaration upon a Bond made in a third persons name in trust.*

**T**O a, &c. I. &c. send greeting. Whereas C. and E. by their obligations, &c. recite the Bond. Now know ye that I the said I. do hereby acknowledge and confesse, that although the said Bond is made and taken in my name, yet neverthelesse it is so taken only upon trust and confidence in me reposed by I. L. of, &c. and E. his wife, and to and for the uses, intents and purposes hereafter mentioned, that is to say, that he the said I. L. shall have, receive and take

take the use and benefit of the said 300 l. during the  
joynt natural lives of them the said I. L. and E. his  
wife; and that the said principal summe, with the in-  
terest thereof, after the decease of either of the said  
&c. is to remaine and be to and for the use of the  
Survivor of them, and for no other end or purpose.  
In witnesse, &c.

*A Declaration (by a wife) concerning the disposition of  
a sum of money according to a power reserved to her  
by her Husband, before marriage, well penned.*

**T**O all Christian people, to whom this present writ-  
ting duplicate indented shall come, J. E. T. wife  
of R. T. of the Parish of, &c. in the County of S. send  
greeting. Whereas by an Indenture tripartite, made  
the 12. day of May in the 16th. year of, &c. between  
the said R. T. by the hand of R. T. Citizen and Sal-  
ter of London of the first parts And me the said E. by  
the name of E. M. widow of the second part: And  
W. H. of the said Parish of St. O. in S. aforesaid,  
Dittaler, T. S. of the Inner Temple, London, Gent.  
L.A. of L. Clerk, and N. M. of the Parish of, &c.  
aforesaid, Clerk, of the third part; In consideration of  
a marriage then shortly after to take effect between  
him the said R. T. and me the said E. it appeareth, that  
at the time of the making of the said Indenture, it was  
then indented, concluded and agreed betwixt him the  
said R. T. and me the said E. that I. the said E. or any  
other person and persons; whom I shall think good,  
nominate or appoint (notwithstanding the said mar-  
riage shall take effect) should & might have the full  
and free disposing of the sum of one thousand pounds  
of lawful money of England, and of the benefit and  
profit thereof, and of every part thereof from time to  
time

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time and at all times ensuing the said marriage, and  
to that end, intent and purpose, he the said R. T.  
by the said Indenture did for himself his heirs, exe-  
cutors and administrators, covenant, promise, grant  
and agree, to and with the said W. H. T. N. J. A.  
and N. M. and every of them, and the executors and  
administrators of them and every of them, that he  
the said R. T. his executors, administrators or assigns  
or some or one of them, should well and truly satisfy  
pay and deliver, or cause to be satisfied paid and de-  
livered unto the said W. H. T. N. J. A. N. M. or to the  
Survivors or Survivor of them, or to the executors  
administrators or assigns of such Survivors or Survi-  
vor, the full sum of a thousand pounds of lawful mo-  
ney of England, upon or before the first day of May,  
which shall be in the year of our Lord God 1636.  
if I the said E. shall be living on the said first day of  
May, or within two years next after the death or de-  
cease of me the said E. or within three months next  
after the death or decease of the said R. T. at such of  
those cases which shall first and next happen, come or  
ensue after the date of the said Indenture, to be im-  
ployed and disposed of to such person and persons,  
and to and for such use, uses, intents and purposes,  
according as I the said E. should at any time or  
times then following, during my life, think good, or-  
der, appoint, give, limit, devise or dispose of the same  
or any part or parts thereof, or otherwise, according  
to the intent and true meaning of the said Indenture.  
And it was hereby further covenanted, granted, con-  
cluded and agreed upon, by and between the said  
Parties to the said Indenture, and the said R. T. did  
thereby for himself, his heirs, executors and admini-  
strators, and for every of them, covenant, promise  
and grant, to and with the said W. H. T. N. J. A.  
and N. M. and every of them, and the executors and  
admi-

administrators of them, and every of them, that the said summe of one thousand pounds, and every part and parcel thereof, should or might from time to time, be quietly had, taken, received and enjoyed, unto and by such person and persons, whom I the said E. should at any time or times during my life think good, limit, give, devise, order, appoint or dispose of the same one thousand pounds, or any part or parts thereof, either by my last Will and Testament in writing, or by any writing, purporting or intending to be my last Will and Testament, or by any other writing to be signed with my hand, or to which my mark should be put, in the presence of two or more credible persons as witnesses thereunto, as in and by the said Indenture among other Covenants at large appeareth, which marriage (by the grace of God) sithence the making of the said Indenture was solemnized and consummated, and no declaration as yet hath been by me made, concerning the disposing of the said one thousand pounds or any part thereof when it shall be due and payable; Now this present writing witnesseth and declareth, that I the said E. T. hereby expresse my will and mind concerning the said one thousand pounds, when it shall become due or be paid as aforesaid, to be as followeth, that is to say, if my said husband R. T. be then living, and will become bound for himself, his heirs executors and administrators, by three several obligations, of one thousand marks apiece, unto them the said W. H. T. N. J. A. and N. M. or the Survivors or Survivor or any of them, or the executors and administrators of such Survivors or Survivor respectively and severally, conditioned for the payment unto them of three several equal parts of the said one thousand pounds, at the three such several and respective times or dayes, as my 3 children

by my former husband shall attain to the ages next hereafter mentioned, that is to say, K. M. unto the age of twenty years, and T. and W. M. shall attain or come to their severall ages of twenty and one years, that then the said W. H. T. N. I. N. and N. M. and the Survivors and Survivor of them, and the executors and administrators of such Survivor, shall upon such obligations entered into as aforesaid, quietly suffer him the said R. T. to detain in his hands the said one thousand pounds, and every part thereof, until such severall dayes and times, as the same shall be payable by the severall conditions of the said obligations, To to be entered into by him as aforesaid, without paying or allowing any interest or consideration for the same, and the said one thousand pounds, so payable by such obligations or conditions, of them, and by me dispenced withal as aforesaid, or otherwise sooner payable by the said recited Indenture, if my said husband shall dye, viz. within three months after his death, (in which case of the death of my husband, I do give no manner of dispensation for the payment thereof,) I do hereby also concerning the same expresse, assign and appoint (if I shall not otherwayes hereafter declare and appoint) that is to say, that the said one thousand pounds (and the whole proceed thereof, not disposed of as aforesaid) shall be, come and redound, to and for the use and benefit of my said three children, for them severally and respectively to have and receive immediately after and upon their severall ages above mentioned, by such severall and equal third parts as aforesaid. Provided alwaies, and it is my meaning, and I do hereby appoint, that if any of my said children shall happen to dye before any of their severall and respective ages above mentioned, that then such third part of the said thousand pounds, as should otherwise have

have been payable unto such child, shall remain and be paid by equal portions unto the Survivors of them; and if one of them only Survive, and the other two both of them happen to dye before such their several ages, then both the parts hereby allotted unto them, shall wholly accrue and come unto such surviving child only. And if all my said children shall dye before they come to their said several ages, then my will and meaning is, that the said one thousand pounds, and the whole proceed thereof, shall come and be paid unto my loving husband before named, his executors, &c. if I shall not otherwise hereafter dispose of the same, according to the power and authority to me reserved, given and appointed by the said recited Indenture. In witnesse, &c.

*An Indenture reciting a Lease for year, and a Grant of a reversion upon a trust, to several uses, reserving power to make Leases, and to revoke the trust.*

**T**HIS Indenture made, &c. between A. B. and C. D. of the one part, and E. F. and G. H. of the other part, witnesseth, that whereas the said A. B. and C. D. by their Indenture bearing date, &c. made between the said A. B. and C. D. of the one part, and the said E. F. and G. H. of the other part, did bargain and sell unto the said E. F. and G. H. their executors, administrators and assigns, all that, &c. to have and to hold all and singular the said Mannor, messuages, lands, &c. unto the said E. F. and G. H. their executors, administrators and assigns, from the Feast of St. Michael the Arch-angel last past, before the date of the said recited Indenture, unto the full end and term of one whole year from thence next ensuing and fully to be compleat and ended, yielding and paying therefore unto the said A. B. and C. D. their

their heires and assignes, the rent or sum of 5 s. of lawful money of England, on the Feast day of the Nativity of St. John Baptist now next ensuing, as by the said Indenture may more better appear; by vertue whereof, and of the statute for transferring of uses into possession, the said E. F. and G. H. were and yet are possessed of the said mannor, lands, tenements, and hereditaments, with all and singular the premisses with their appurtenances. Now this Indenture further witnesseth, that the said A. B. for divers good causes and considerations him thereunto moving, and the said C. D. by expresse direction and appointment of the said A. B. hereby testified, have granted, released and confirmed, and by these presents do grant, release and confirm, unto the said E. F. and G. H. their heires and assignes, all and singular the said mannors, messuages, lands, tenements, mills, hereditaments, and premises, before in these presents particularly mentioned, or which in and by the said recited Indenture, were bargained and sold, or meant, mentioned or intended to be hereby bargained and sold to them the said E. F. and G. H. as aforesaid, with all and every of the appurtenances together with the said rent of 5 s. hereby reserved, and the reversion and reversions, remainder and remainders, of all and singular the said mannor, messuages, lands and premisses, and every of them, and every part and parcel thereof, and all their and either of their estates, right, title, interest, use, possession, reversions, remainders, claim and demand whatsoever, of, in and to the said mannor, messuages, mills and premisses, and every of them, and every part and parcel of them; To have and to hold all and singular the said mannor, &c. and every of them, with all their and every of their appurtenances, unto the said E. F. and G. H. their heires assignes, to the several



veral uses, intents and purposes hereafter in these presents mentioned, that is to say, to the use and behoof of the said A. B. during his natural life, without impeachment of any waste, and with liberty and power to commit any waste, and after his decease to the use and behoof of I. B. now wife of the said A. B. and the said E. F. G. H. and C. D. their heirs and assigns for ever, upon special trust and confidence that they the said I. B. E. F. and G. H. or the Survivor or Survivors of them and their heirs, shall and will make sale of all the said lands and premisses to the best advantage, and to dispose of all such summe and summes of money which shall be raised hereby, in such manner, and to such purposes as the said A. B. shall in his life time by any writing to be by him subscribed and sealed in the presence of two credible witnesses or more, by his last will and testament in writing, declare or appoint. Provided alwayes, and it is hereby agreed, by and between all the parties to these presents, and by them declared to be their true intent and meaning, that it shall and may be lawful to and for the said A. B. at any time or times during his natural life to make any demise, lease or grant, demises, leases or grants by Indenture or Indentures, of all or any part of the said mannor, messuages, &c. either in possession or reversion, or otherwise to any persons whatsoever, for any term or terms of years, or for the life or lives of any one or more person and persons, or for any term or terms of years determinable upon the death of any one or more person or persons, or for any other term or terms whatsoever, with or without any rent or otherwise howsoever, as by the said A. B. shall be thought fit and convenient, and that from and immediately after the making of such demise, lease or grant, demises leases or grants, the said E. F. and G. H. and their heirs

during life of the said A. B. and after his death they the said I. A. E. F. G. H. and C. D. and the Survivor or Survivors of them, and their heires, shall stand and be seized of such part, or so much of the said manner, messuages, lands, tenements and premisses, as shall be at any time or times hereafter leased or demised as aforesaid, to the use of such person or persons respectively, to whom the same, or any such demise, lease or grant shall be so made, for such estate, term and interest, and in such manner and form as the same shall so happen to be leased or demised, according to the true meaning of these presents, and of every such demise and lease, so that such lessees or grantees, during his or their several lease or leases, grant or grants or interests, do pay or cause to be paid the rents or sums of money reserved or appointed to be paid, and expressed in and by the Indenture of his or their said lease or grant to such person or persons, to whom the same from time to time shall by the purport and true meaning of these presents belong or appertain, according to the purport and true meaning of the said leases, anything before in these presents contained to the contrary thereof in any wise notwithstanding. Provided also, and it is further agreed by and between all the parties to these presents, and by them declared to be their true intent and meaning, that if the said T. G. shall at any time during his natural life be minded to alter, change or make void all or any the use or uses, trust or trusts hereby declared, or any of them, and shall to that purpose by any writing to be by him sealed in the presence of two or more credible witnesses, declare and signify such his mind and intention, that then and from thenceforth, from and after such signification and declaration so to be made as aforesaid, such of the uses and trusts hereby li. of, for and concerning

earning the said lands and premises, and the profits of them, or of or concerning such part, and so much thereof, concerning which such declaration shall be made, shall cease, determine and become utterly void, frustrate and of none effect, and that then and from thenceforth the said E. F. and G. H. and their heirs, shall stand and be seized thereof, or of such part thereof, concerning which such declarations shall be made, to and for such uses, or such declarations shall limit, declare and appoint the same; and for default of such declaration or limitation, then to the use, benefit and behoof of the said T. G. his heirs and assigns, and to or for no other use, intent or purpose whatsoever, any thing before herein contained to the contrary thereof in any wise notwithstanding.

*Memorandum*, that after the sealing and delivery of the bargain and sale within mentioned, by the said A. B. and C. D. to the within named E. F. and G. H. and after that the said E. F. and G. H. had accepted of the said bargain and sale, and had sealed and delivered the Counterpart thereof as their act and deed, then this present deed was sealed and delivered by the within A. B. and C. D. in the presence of, &c.

*An Assignment and Letter of Attorney of several Bonds.*

**T**O all Christian people to whom these presents shall come, I. T. G. of, &c. send greeting. Whereas T. E. of, &c. L. H. of, &c. and Sir W. H. of, &c. in and by their obligations, bearing date the, &c. do stand joyntly and severally bounden unto me the said, &c. in the summe of 800 l. with condition thereupon endorsed for the payment of 400 l. on the thirteenth day of  
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December, then next ensuing the date of the said obligation, at or in the then dwelling house of W. C. in, &c. and whereas also T. B. Esquire, Sir E. S. Knight, and Sir T. M. Knight, in and by their obligation bearing date the, &c. do likewise stand bound unto me in the summe of 600 l. with condition thereupon endorsed for payment of 300 l. on the nineteenth day of November then next ensuing the date of the said obligation, at or in the, &c. and whereas also, &c. as in and by the said several recited obligations more at large it doth and may appear. Now know ye that I the said T. G. for divers good and valuable considerations me hereunto especially moving, have granted, assigned and set over, and, &c. to W. P. of the middle Temple *London*, Gent. all and singular the bonds and debts aforesaid, and have made, assigned, constituted and ordained, and in and by these presents, do make, assign, constitute and ordain the said W. P. my true, lawful and irrevocable Attorney in my name, but to the only proper use and behoof of him the said W. P. his executors and administrators, to ask, demand and receive of the said several obligors bound by the said recited obligations, the said several sums of money in the said recited conditions mentioned respectively, giving and by these presents granting unto my said Attorney full power and authority, if need shall be, to sue, arrest, attach, implead, condemn and imprison the said parties obligors, and every of them, and their and every or any of their bodies, goods and chattels in execution to take, and out of execution to deliver, either upon satisfaction, composition, or otherwise at the will and pleasure of my said Attorney, acquittance or any other discharges in my name to seal and deliver; Attorney or Attorneys, one or more under him the said W. P. his executors or administrators to make,

make, substitute and revoke, and generally to do execute, prosecute and determine all and every other act and acts, thing and things whatsoever, which in or about the premises, or any part thereof, shall be needful, necessary or convenient, as fully, wholly and effectually, and in as large and ample manner and forme, to all intents and purposes, as I the said T. G. my executors and administrators, might or could do personally without any accompt thereof to be yielded to me, my executors or assigns; and whatsoever my said Attorney shall do or cause to be done in, about, or concerning the premises, I do by these presents ratifie, confirm and allow the same, and also do for my self, my executors and administrators covenant, &c. to and with the said W. P. his executors and administrators, that the said recited obligations and every of them, now are and stand in full force and effect, and that neither I, my executors and administrators shall not at any time hereafter acquit, release or discharge them, nor any of the monies due upon the aforesaid obligations, or any of the said parties obligors bound in and by the said recited obligations, or any of them, their or any of their executors or administrators, or any of them, of and from the same, or the summes of money in them or any of them mentioned, or any part thereof, without it be by the consent of the said W. P. his executors or administrators in writing. And further that I the said T. G. my executors and administrators, shall & will ratifie, confirm and allow all such lawful actions and suits, and other things whatsoever, as he the said W. P. his executors, administrators or assigns, or any of them, shall at any time hereafter, bring, sue, commence, prosecute or proceed in or against the said parties obligors bound in or by the said recited obligations, or any of them. And lastly, that I, my executors

tors or administrators, shall upon every reasonable request of the said W. P. his, &c. give to the said W. P. his, &c. such further letter or letters of Attorney, and p<sup>ro</sup>ve: for the receiving & recovery of the debts aforesaid, and every of them, as by the said W. P. his executors or administrators shall be reasonably demanded and acquired.

*A Condition upon the granting of a roties quoties for Replevin.*

**W**Hereas the above named G. S. by vertue of his office, as steward of the manor of S. above named, hath granted forth a precept for the replevying and delivering of one bay Gelding of the goods and chattels of the above bound G. S. unto him the said G. being now impounded by N. out of his lease of ground in, &c. and also to replevy the said Gelding of the said G. so often as he shall be impounded by the said N. or any of them; Now therefore the condition, &c. that if the said G. S. with effect do prosecute the said action and all other such actions as shall be brought by him for the impounding of the said Gelding, and return the same so oft as returne by law thereof shall be adjudged, and him the said G. from time to time and at all times hereafter, do and shall well and truly save, defend and keep harmless and indemnified against all men for and concerning the granting of the said Replevin, that then, &c.

*A Condition that a Lords Bayliff shall give a true account of his Bayliffship.*

**T**He Condition, &c. that whereas the Right Honourable, &c. hath constituted and appointed the above bound I. S. to be Bayliff, in his manor of, &c. and collector of his rents, revenues, perquisites, and

and profits there, during his Lordships pleasure; if therefore the said I. H. by himself or his sufficient deputy do and shall from time to time, for and during his continuance and exercise of and in the said place and office, demean himself therein, without voluntary concealment, fraud or deceit, towards his said Lordship, and do and shall yearly during such his continuance and exercise at the audits to be kept for his said Lordship, yield and make true and just accounts to the auditor for the time being, of the said manner and premisses, and also make current payment and satisfaction to his receiver of the premisses for the time being, or other officer or officers in that behalf to be authorized and appointed, at or before every such audit and audits, of and for all and every such summe and summes of money, rents, revenues, fines, issues, goods, chattels, profits and perquisites, as then shall have come to the hands of the said I. S. his deputy or deputies or as he or they ought justly to be charged withall to his said Lordship, for or in respect of the said office or place, that then, &c.

*A Condition to pay childrens Portions and shares of their deceased fathers Estates.*

**T**HE Condition, that if the above bound R. Y. his &c. pay and deliver, or cause to be paid and delivered unto the above named W. E. and M. natural children of the above named N. late of R. aforesaid, their late father deceased, their several filial portions, or childs parts of the goods and chattels of their said late father deceased, according to the Inventory thereof, and also accompt and render unto them their just shares of all other their rights due unto them by vertue of the last Will and Testament of their said father, when they come to the full age of twenty



twenty one years, or happen to be married; and also honestly, according to their degrees educate, and bring up the said children during the time of their nonage with meat, drink, apparel and learning; and if it happen any of the said children to dye before they come to full age, or to be married, then if the said R. Y. do content and pay the portion, and other rights of him, her or them so dying, to whom the law shall appoint the same to be paid, or who by proximity of blood ought to have it, and also save and keep harmlesse the above named, &c. Commissary, and all other the officers, that then, &c.

*A Condition that the Heir shall make no claim.*

**T**HE Condition, &c. that whereas R. G. of, &c. father of the above bound R. is possessor of one messuage or tenement, and certain customary Lands, thereto belonging, holden of the Right Honourable, &c. as of the Mannor of, &c. called or known by the name of, &c. now in the occupation of, &c. out of which messuage or tenement, is issuing the yearly rent of, &c. and whereas the said R. the Sonne, for and in consideration of a certain competent summe of, &c. to him the said R. by the said I well and truly contented and paid, whereof and wherewith the said R. acknowledgeth himself fully satisfied, hath granted and agreed that the said I (by and with the consent of the said R. the father) shall have and enjoy to his own use for ever, the said Messuage or tenement, lands and premisses, and all the state, right, title and interest, which the said R. the Sonne now hath, or at any time hereafter may, might, should or ought to have, of, in and to the same, from, by or under the right, title or interest of the said R. the father, or as heir unto him; if therefore the said R. the Son,

Sonne, his, &c. nor any of them, do not at any time hereafter make or cause to be made any claim or demand, of, in or to the said messuage or tenement, and premisses, or any part thereof, from and after the decease of his said father, but do permit and suffer the said J. G. his, &c. and every of them, to have, possesse and enjoy, to his and their own use for ever the said, &c. and every part thereof, without any let or disturbance of or by him the said R. the Son, his, &c. or of or by any other person or persons, or by his, their or any of their acts, means, consents or procurements, clearly released, acquitted and discharged of and from all incumbrances whatsoever, by him, them, or any of them had, made, committed or done, or to be had, made, committed or done in any wise, that then, &c.

*A Condition to appear before the Justices of Peace,  
&c.*

**C**ondition, &c. that if the above bound S. T. do personally appear in the custody of the Bayliff within written, or his depury, before the Justices, &c. the Monday next after the Nativity of S. John Baptist, at the Town of, &c. to find there before the said Justices good and sufficient Sureties for the peace, and to behave and bear himself well and peaceably against, &c. and in the mean time keep the Peace of the Common-wealth, and from henceforth save and keep harmless the within named, &c. for and concerning the premisses, that then, &c.

*A Condition to suffer ones wife to make a will and to  
surrender a Copy-buld to his and her use.*

**T**HE Conditions &c. that whereas there is a marriage, &c. Now if the said I. F. do and shall after the Celebration of the said marriage, and during the coverture, permit and suffer the said S. F. to make her last Will and Testament in writing or otherwise, and by the same to give and dispose of the goods and chattels or ready money of him the said I. F. to the value of, &c. or under, at her will and pleasure, to such person and persons, and for such intents and purposes as she the said S. shall by the said Will nominate and appoint; and also if the said I. F. his, &c. (after the said Will shall be so made and published under testimony of sufficient witnesses) do and shall well and faithfully execute and perform the same Will, or suffer the same to be duly executed and performed, according to the intent and true meaning of the said S. F. and also if the said I. F. do and shall at the next Court to be holden for the manor of, &c. Surrender into the hands of the Lord of the said manor, according to the custome of the same, all that his mansion-house, &c. to the use and behoof of the said I. F. and S. F. for and during their natural lives, and the life of the longest liver of them, and after the decease of the Survivor of them, then to the use and behoof of, &c. that then, &c.

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*A Letter of Atturney to receive money due upon several Bonds, allowing the Atturney his reasonable charges, and out of that money which he shall receive, to satisfy himself of such moneys as are due to him for him which makes this Letter.*

**T**O all men to whom these presents shall come, W. R. of Tatterfel in the C. of Lincoln Yeoman, sendeth greeting. Know yethat I the said W. R. for divers good, sufficient, and reasonable causes and considerations me hereunto moving, but especially for and in respect of certain several sums of money heretofore to be paid by C. H. of T. in the said C. of Lincoln Gentleman, have authorized, constituted, nominated, made and ordained; and by these presents do authorize, constitute, nominate, make, ordain, and in my place put the said C. H. my true, faithful, lawful, undoubted and irrevocable Atturney, from henceforth for me and in my name to ask, receive, gather and take all such sum & sums of money, as are already due, or hereafter shall or may become due unto me the said W. from any person or persons herein hereafter mentioned & expressed; as also all such sum and sums of money, as were due unto E. my now wife in her widowhood, or hereafter may or shall be due unto her, by any person or persons whatsoever, and herein hereafter mentioned and expressed, by virtue of any bill, bond, or any other writing or wayes whatsoever, that is to say, to ask, gather, receive and take of A. B. of C. in the C. of E. Yeoman, the sum of ten pounds of lawful English money, due unto me by virtue of one bond or writing obligatory, from the said A. B. to me the said W. R. dated the last day of June last past, before the date hereof, as in & by the condition of the said obligation, reference being thereunto

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had,

had, more plainly and at large it doth and may appear,  
 and also forty shillings of lawful *English* money, from  
 &c. Then name every particular sum, and set them  
 down according to their several names, sums and dates  
 as they are, and insert these covenants following, as in  
 and by the several conditions of the said bonds, where-  
 unto relation being had, more plainly and at large it  
 doth and may appear: for the recovery of all which  
 said several sums of money, which shall arise or grow  
 due unto me the said W. R. by vertue of any or either  
 of the said bonds, yet arrears, due and unpaid, I do  
 by these presents give full power and authority unto  
 the said C. H. for me, and in my name, and to my use  
 as aforesaid, to receive, & upon non-payment of them  
 or any of them to bring, sue, & prosecute for me, & in  
 my name, all and all manner of actions whatsoever as  
 well real as personal, and the same to prosecute & fol-  
 low by sure, arrest, imprisonment, judgement, con-  
 demnation, execution or otherwise: And one Attor-  
 ney or more for the doing of the premises, to make  
 & the same at his will and pleasure to revoke, and new  
 in his or their place to be put, in as large, and ample  
 manner as I might do if the same were by me in per-  
 son, person done, commenced, sued or taken to the only  
 benefit, and behoof of me the said W. R. allowing  
 to the said C. out of the said sum or sums of money,  
 so by him received, his reasonable, lawful & necessary  
 expenses and charges, laid out or disbursed in hand  
 or otherwise, in or about the recovery, getting & pro-  
 curing of the said sums of money, or any of them, with  
 allowance and payment of all such reckonings, sum &  
 sums of money as are due to him the said C. by me the  
 said W. R. as shall, or may appear upon any reckonings  
 bill, bond or otherwise, under my hand and seal, or  
 by sufficient witnesses. And I do by these presents co-  
 venants, promise and grant, to and with the said C. his

executors, &c. that I, my heirs and assigns, shall and will at all times hereafter, ratifie, confirm and allow whatsoever my said Atturney shall do or cause to be done, in or about the premises. In witness, &c.

*A Copy of a Lease to try a Title*

**T**his Indenture made, &c. between, &c. Witnesses, that the said B. for divers good causes and considerations him therunto especially moving, hath demise, granted and to farm-letten, and by these presents doth demise, grant and to farm-let unto the said W. M. all that messuage or tenement with the appurtenances, situate and being in N. aforesaid, and all Houses, Edifices, &c. now or late in the tenure or occupation of C. D. or his assigns, To have and to hold the said Messuage or tenement, and premises, with the appurtenances, before by these presents mentioned to be demise, &c. for 3 years or more, &c. yielding and paying, &c. being lawfully demanded: Provided alwayes, and upon this condition, that if the said A. B. his Executors, administrators or assigns, or any of them do well and truly pay or tender, or cause to be rendered or paid to the said W. M. his executors, administrators or assigns, at any time during the continuance of this present demise, the sum of 12 d. of lawful *English* money, that then & from thenceforth this present Indenture, and every article & thing herein contained, shall be utterly void and of none effect: And that then also and from thenceforth it shall and may be lawful to and for the said A. B. his executors, administrators and assigns, or any of them, into the said messuage or tenement and premises, with the appurtenances, and in every part and parcel thereof, to re-enter, and the same to have again, repossess & enjoy, as in his & their former estate, any thing to the contrary contained to the contrary thereof

contained in any wise notwithstanding. In witnesse whereof, &c.

*A Discharge made to a Sheriff (for a Prisoner) from him to whom the Prisoner is indebted.*

**K** Now all men by these presents, that I A. B. of C. in the C. of D. have remised, released, acquitted and discharged, and by these presents do for me, my heirs, executors, administrators and assigns, remise, release and fully and absolutely acquit and discharge T. I. high Sheriff of the C. of L. aforesaid, & L. B. his under-Sheriff, their heirs, executors and administrators, of and from all & all manner of escapes, as well voluntary as negligent, and of & from all actions, cause and causes of actions, for or concerning the enlarging or setting at liberty of the body of I. S. taken at my surety by vertue of a *Capias ad satisfaciendum* to the said Sheriff directed of 8 l. debt, and 15 s. costs of surety, returnable in the Court of Common pleas, in Hilary-term last past, and I the said A. B. do hereby discharge the said Sheriff from all actions, reckonings, duties and demands whatsoever, concerning the executing of the said *Capias ad satisfaciendum*. In witnesse whereof, &c.

*An Indenture of Partition, wheretwo have taken a joint Lease of Messuage and Lands, &c.*

**T** His Indenture made the 5 day of June in the year of our Lord God, according to the account used in England, one thousand six hundred, fifty and one, between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the said A. B. and C. D. do hold joyntly for term of certain years, yet enduring & unexpired, all that Messuage, rement or farm-house called, &c. situate in B. in the County of, &c. & all Houses,



edifices, build'ngs, barns, stables, orchards and gardens thereunto belonging, with their appurtenances, and also all those several closes of arable land, called or known by the name of, &c. and containing by estimation, &c. and all that great meadow, situate, &c. containing, &c. and all those parcel of cow pastures, next adjoining to, &c. called, &c. and containing, &c. And all that parcel of wood-ground called B. wood with divers other parcels, with all and singular profits & commodities thereunto belonging or appertaining, by one Indenture of demise, bearing date the, &c. made between W. L. of, &c. Gent. of the one part, and the said A. B. and C. D. of the other part, yielding and paying therefore the yearly rent of, &c. at a usual days of payment in the year, that is to say, &c. by equal portions; And the said A. B. and C. D. do thereby covenant to pay the said rent of, &c. in manner, &c. and also for and during the said term to repair the said messuage and all other the premises, as also the hedges, ditches and mounds belonging to the demised premises, and at the end of the said term, do covenant to leave the same well and sufficiently repaired into the hand of the said W. L. his, &c. as in &c. by the said Indenture of demise, relation being thereunto had, it doth and may more fully and at large appear.

Now this Indenture witnesseth that the said A. B. and C. D. have with their full and whole consent, and by and with the advice and assistance of E. F. of, &c. & G. H. of, &c. by them respectively chosen for that purpose, made an equal division and partition of the said demised premises, into two equal parts or moieties, to the end, intent and purpose that the said A. B. and C. D. and their several and respective executors, &c. may have, hold, occupy, possess and enjoy the said equal parts and moiety of the said demised premises, during the remainder of the said term, in manner and

form following, that is to say, that the said A. B. his executors, &c. shall and may during the remainder of the said term, have, hold, and enjoy the moiry, partition or half part of the said Messuage, or Tenement, Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, lands and premises, as the same are divided and set apart as aforesaid, that is to say, all those several rooms situate at the west end of the said demised messuage, called by the names of the said &c. the, &c. and all that great barn situate at the, &c. and all that, &c. (so many every parcel, as allotted) in full recompence of his due part and portion between them of the said demised premises, and that the said C. D. his executors, &c. shall during the remainder of the said term, have the other moiry, partition or half-part of the said messuage or tenement, houses, &c. as the same are divided and set apart as aforesaid, that is to say, all those several rooms situate at the East end of the said messuage, &c. (as above name the parcels) in full recompence of his due part and portion between them of the said demised premises: *To have and to hold,* to either of the said parties, their Executors, &c. severally as is above said, from the day of the date hereof, unto the full end and term of, &c. And it is covenanted, granted and agreed by & between the said parties, that the said yearly rent of, &c. to be due to the said W. B. or his assigns, from time to time during the continuance of, &c. shall be equally paid between them the said A. B. and C. D. their executors, administrators and assigns as tenants of the said demised messuage & other the premises, from time to time, during the said term, either of them for the said part and portion allotted as is aforesaid. And the said A. B. for him, his, &c. doth covenant, promise and grant, to and with the said C. D. his, &c. to save, defend and keep harmless and indemnified the said C. D. his executors, &c. of and from

from all prejudice, losse or damage which shall happen or come unto him the said C. D. his, &c. for or by reason of any breach of any of the covenants and agreements specified and comprized in the said Indemure of Lease, or other thing whatsoever which shall or may be had, made, done, committed, omitted or suffered by him the said A. B. his, &c. for or in respect of his said moiety or half part of the demised premises, or any part thereof. And the said C. D. doth for him, his, &c. covenant, promise, grant and agree, to and with the said A. B. his, &c. *ut supra*.

And for the true keeping, performance and observation of all & singular the said partitions, covenants, conditions, payments, agreements, and articles herein before expressed, either party bindeth himselfe, his heirs, executors and administrators, to the other by these presents in the sum of, &c. In witness, &c.

*Judge Cook his Articles which the chief Constables of every Hundred are to observe and answer unto, at the beginning of every Assize, viz.*

1. *Inprimis*, what Felonies have been done within their Hundred from the Assizes next before, against whom, and at what time, and wherefore, and what pursute hath been made of the Felonies, and in whom default of pursute of Felonies hath been?

2. *Item*, what Vagrant and suspected persons have been apprehended within that time within their Hundred, and what hath been done with them, and by whose default any such person have escaped from apprehension, and how the watches have been kept in every Township, between the Assession & Michaelmas?

3. *Item*, what Recusants are within their Hundreds, and come not to the Church according to the law?

4. *Item*, what decay, of houses, of husbandry, hath been since the beginning, &c. within their Hundreds

which had twenty acres of land, meadow and pasture, to them, when decayed, and by whom?

5. *Item*, what grounds within your hundreds that have been used to be tilled ordinarily, any twelve years since the beginning, &c. been turned from Tillage to Pasture, by whom and when?

6. *Item*, how many Ale-houses be in that Hundred, and in what place, and where they be, how many be licensed, and by whose license, and how many without license, and who they be, and whether punishment have been done to the offenders, according to the Statute?

7. *Item*, whether such Ale-houses as are licensed, do observe the articles prescribed to them?

8. *Item*, who have made any ingrossing, fore-stalling, or regrating within their hundred, and wherof and where put in ure?

9. *Item*, who they be that make mault to sell, of corn not being of their own tilth or rent-corn, nor being licensed thereunto, according to the Statute lately made?

10. *Item*, to observe and answer how Vagabonds are taken up and punished, and to see how the impotent poor are provided for, without being suffered to wander abroad for relief out of the Parish.

11. *Item*, you shall enquire of what value and sufficiency of estate and discretion, the Petty Constable is within every severall town within his County, that hereafter no man be admitted to be a Petty Constable, except he be a subsidy man and of good understanding.

12. *Item*, you shall enquire and present all Masters that shall retain their servants out of the general petty Sessions, or give greater wages than shall be set down by the Justices, & whether the petty Sessions be duly kept at the times accustomed, so as none may be

retained but in petty Sessions, except it be in cases of necessity, and then the said retainer to be known unto the chief Constable of the Hundred, and to be entered into their book.

13. *Item*, you shall give warning to every petty Constable, that every one in his or their several parish or limit, do take heed that no cottage be newly builded, that every Constable when he shall see any stuff or stones clay or timber provided by any inhabitants within his Parish, and minded to build a cottage, shall speedily give notice thereof to the Justices of Peace for that limit, that the said Justices of the Peace may take present order for the suppressing thereof.

14. *Item*, if any Lord or freeholder, out of his private devotion or otherwise, shall build or erect any cottage, or laying thereunto four acres of land according to the Statute, then the Justices of the Peace shall take order, that the said Lord or freeholder shall maintain the poor that shall inhabit in the said cottage; and if the said Lord or freeholder shall refuse so to be ordered, then the said Justices of the Peace shall take recognizance of such Lord or freeholder, for their appearance at the next assizes and general Goal delivery, to answer to his refusal and contempt, as for the building of the said cottage.

15. *Item*, you shall make diligent enquiry, what unlawful games, drunkenesse, whoredom, incontinency, evil, vile and other disorders, be committed by Masters of households in their several families, or by their children or servants for want of good government of the householders, and to present the same, for that upon the good ordering of private families the Common-wealth doth depend.

16. *Item*, you shall make diligent enquiry, what servants before the time they were retained to serve, were turned out of service, and for what cause the servant

vant is so turned away, for that thereby many become rogues, and idle persons, and to prevent the same, to the end Masters may be punished for such offence according to their demerit in that behalf.

17. *Item*, to enquire of all purveyours, and poulterers which buy any victuals, and sell the same again at unreasonable rates.

18. *Item*, to enquire of all Dove-houses erected or maintained by any not being Lord of the mannor, or Parson of the Town.

*Poin's of Law by R.O. concerning Lord and Tenant, &c.*

1. **I**F the Lord take away any part of the demised premises, and exclude the tenants by wals, &c. it is an extinguishment of his rent.

2. If a Landlord covenant with his Tenant to rebuild any Room, and do not, whereby the Tenant receiveth losse, the tenant may have an action upon the case, upon his Parol-covenant, wherein he may recover what he can prove himself damnified.

3. If the Landlord hath manure lying on the ground of the tenant, and except it not at the demise, the Tenant may dispose the same as he sees cause for his own conveniency; for being a place for a manure hill, the Tenants necessity will require use of it; and that the Tenant may better & safer dispose it, let him mix some of his own manure with it, and then he may either sell it, or lay it upon what ground he will.

4. The Land-lord digs a Saw-pit, &c.

After the ground let, it is the Tenants and he may have an Action against any that during that time without his consent meddles with it.

5. The Landlord after the demise, lops, tops, cuts and sells Timber, Willows, Sallows, Thorns, and other wood, during the Lease the Landlord cannot without

con-

consent of the Tenant meddle with the Woods not being excepted in the Lease.

6. The tenant may cut any Water-boughs, Thorns, Willows, Elders, &c. for necessary Hedge-wood and Fire-wood, but not to sell; and if he sell Ashes, 'tis an Action of Waste in the Tenant.

7. If the Landlord lay hay in any Room of the Tenant, &c. and the tenants man or maid or himself fodder his Cattle with it, what remedy hath the Landlord against the tenant, and the tenant against the Landlord?

An action lyeth against the Lord for laying his Hay there; but the property of the Hay there is still notwithstanding in the Landlord; and if the tenant fodder his Cattle with it, the Lord hath his Action.

8. If a man let a Cow to hire, and after take her to the Market to sell, and do not, an Action of trespass lyeth against the owner for driving of her to the Market.

9. If he to whom the Cow is letten sell the Cow, and tender the money to the Owner, what danger to him that sold her?

The Cow is to be returned, and not her price; and if the Lord refuse the price, he may bring his action, but shall recover but her worth.

10. If the Lord promise to put in repair any houses, &c. and do not, if any of them fall down for want of mending, what remedy hath the Landlord against the Tenant for not repairing the same?

An. If any of those things that the Lord was first to put in repair, and did not decay, the tenant is not bound to repair them: & if by permission they come to ruine, it is the Landlords fault, and the tenant is free.

11. If the Landlord promise to fence in a piece of ground, where the tenant is to sow Hemp and Corn, and do not, but so as the tenants goods cannot be kept



kept out, but destroy his Corn.

An action upon the case lyeth against the Lord upon the promise.

12. Cutting up timber-trees, fruit-trees, hedge-row-trees that shelter the house, are waste; the Tenant hath interest in the rest, if not excepted.

13. A. B. hath his horse strayed from him, and finds him in the custody of C. D. and demands him of C. D. finding him in C. D. his draught, & C. D. will not deliver him without 8 d. *per week* allowance, and by delays detains the horse till the year be expired.

A. B. may recover his horse by Detinue or Action upon the Action of Trover and Conversion, wherein he must prove the property of the horse to be his, and the other will be allowed fitting recompence for his food, but no longer than until he was owned, and amends tendered.

14. If a Tenant upon an arbitrament give a release to the Landlord, whether will that Release free any other that the Landlord hath caused to wrong the Tenant?

*Ans.* For any thing that any other hath done jointly with the Lord, wherein the Tenant was endamaged, this Release may be pleaded in Law, but not in actions done by any other without the Lords joining.

*A Charter-party, with extraordinary Covenants and clauses therein contained.*

**T**HIS Charter-party made and indented the three and twentieth day of *August*, in the year of our Lord God, one thousand, six hundred, thirty & eight, according the new stile, between H. C. of *Slego* in the Kingdome of *Ireland* Merchant, of the one party, & R. T. of *Newcastle upon Tyne*, Master under God of the

the good Ship called the *William of New-Castle*, burthen fourscore Tuns or thereabouts, of the other part, witnesseth that the said Master hath letten to Freight his said Ship, unto the said Merchant, and that the said Merchant hath hired her for a voyage (by Gods grace) to be made in manner and form following, that is to say, the said Master, for him, his executors, administrators & assigns doth covenant, promise and grant unto & with the said Merchant, to take, receive, & load in his said Ship, the *William*, all such goods and Merchandizes, as the said Merchant shall please to put aboard her, and the said ship can conveniently carry over and above her victual, tackle and appurtenances, and with the next good wind and weather which God shall send to depart hence and sail directly for the Islands of Scotland, called by the name of the Liewes, to a port lying therein called L. of Holliard, or to any other convenient Port or Harbour in the said Liewes, where other shipping goeth to take in fish, and the said Merchant shall appoint, and there with all expedition to discharge all or any of the said goods, and reload fish to the full and sufficient loading of the said Ship, and being dispatched to depart thence, and sail directly for the Downs, or any other place or places, Port or Ports where the Merchant or his assigns shall please to order him, there to discharge and deliver the said fish and other goods whatsoever, laden by the said Merchant or his assigns in the said Ship, and so to finish & end the said indented voyage: And the said Merchant, for him, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said Master, not on'y to go with him in person for the said Liewes, and there to load the said Ship with fish, or any such other goods as he shall please, and thence to sail with them for the place or port of their discharge, but also

also then and there before bulk-breaking to give sufficient security unto the said Master for the payment of the Freight, and after safe delivery of the said goods to pay for Freight, 50 l. sterling per month for so long time as the said Ship hath been in service of the said Merchant, the dayes lesse than a month after the same rate, the months pay to begin on Friday next, the seven and twentieth day of this present month, and to end when the last goods are delivered out of the said ship, at the place of her right discharge, and the said Freight to be paid within-----dayes at the longest, with averige and primage, according to the custome of the Sea: And moreover the said Merchant doth promise to provide the said Master a sufficient pilot to bring the said Ship in and out of the Liewes, and to pay all other pilotage, anchorage and other duties which in any port or harbour during the said voyage shall or may be claimed in respect of the said ship or goods, and to provide the said ship of sufficient convoy, if he the said Merchant or his assigns do require that the said Ship shall make her discharge in any unfree place. Provided that the said Master in his going for the said Islands or Liewes is to put into *Tamab* haven, there to victual and provide himselfe, which time from his first coming in untill his coming out again to Sea, is not to be reckoned to the Merchants charge: And the said Master doth promise and warrant his Ship to be strong and stanch, and to man and victual her fitting to perform the said voyage, with all other necessary appurtenances. For the true performance of all which premises, the said parties do bind themselves unto each other in the penalty of 500 l. sterling, to be paid by the party defective unto the party observant.

And it is agreed by and between the said parties, that the monthly Freight above-mentioned shall run and continue untill the same Freight be fully paid, and that the said Master shall not abide or tarry in the next Haven longer than six dayes, if wind and weather serve: Provided that the half deck and fore-castle is to be for the Masters use and stowage.

In witnesse whereof the said parties unto two Charter-parties of this tenor, interchangeably have put their hands and seals, Dated in, &c. the day and year above written.

*A Deed to revoke several uses in settlement according to a power therein reserved.*

**T**O all Christian People, to whom this present writing shall come, Sir R. C. of Stafford in the County of Lincoln Barronet, sendeth greeting in our Lord God everlasting. Whereas in and by one Indenture bearing date, &c. and made between Sir R. C. on the one part, and I. S. Gentlemen, servant of the said Sir R. C. on the other part, There is (amongst other things) one Proviso contained in these or the like words in effect hereafter followings, (that is to say) Provided likewise, that it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of them and of these presents is, that if the said Sir R. C. shall at any time hereafter during his natural life, be minded or purposed to alter, determine, revoke or make void all or any of the use or uses, estate or estates, trust or trusts herein before mentioned, declared, limited or appointed, and shall by any Deed or Writing to be by him the said Sir R. C. sealed and subscribed in the presence of two or more credible witnesses, declare and publish.

lish his minde, intent and meaning to be, to revoke, alter, to make void and frustrate the said several uses, estate and trusts, before in these presents mentioned, declared, limited or appointed, or any of them, of, or concerning the said Castle, Mannors, Messuages, Lands and premisses, or any of them, or any part or parcel of them, or any of them, that then and from and after any such declaration or publication so to be made as aforesaid, the same use and uses, estate and estates, trust and trusts, in and by these presents limited, expressed, declared or appointed, of, for and concerning the which any such declaration or publication shall be made as aforesaid, shall cease and become utterly void, frustrate and of none effect, to all intents, constructions and purposes whatsoever; and that then and at all times from thenceforth the said I. S. and his heires, and all and every other person and persons handing and being, or which at any time hereafter shall stand and be seized of the said Castle, Mannors, Lands and Premisses, shall stand and be seized of the same, or of such part or so much thereof, concerning the which any such declaration or publication shall be made as aforesaid, to such uses, intents, trusts and purposes, as the said Sir R. C. in or by any such deed or writing as is aforesaid, or by any other deed or writing to be by him the said R. C. sealed and subscribed in the presence of three or more credible witnesses, shall declare, limit or appoint; and for default of such declaration, limitation or appointment, to the use and behoof of the said Sir R. C. his heirs and assigns for ever, and to or for none other use, intent, meaning or purpose whatsoever, as in and by the said Indenture (amongst divers other provisos and things therein contain'd) more plainly and at large it doth and may appear.

Now

Now know ye, that I the said Sir R. C. do by this my present deed or writing sealed and subscribed by me the said R. C. in the presence of (three) credible witnesses, declare and publish my minde, intent and meaning to be, to revoke, alter and make void and frustrate, and I do by these presents revoke, alter and make void and frustrate all and every the use and uses, estate and estates, trust and trusts in and by the said Indenture declared, limited or appointed, of, for and concerning all and every the Castle, Mannors, Messuages, Lands, Tenements, Advowsons, and all other Hereditaments mentioned, contained and specified in the said Indenture, with their and every of their appurtenances, and of, for and concerning every part thereof: And I do hereby further declare, limit and appoint, that the said Castle, Mannors, Messuages, Lands, Tenements, Advowsons, and all other Hereditaments with their appurtenances, shall remain and be, and that the said I. S. and his heires, and all and every other person and persons standing and being, or which at any time hereafter shall stand and be seized of and in the same, shall stand and be seized thereof, to the use and behoof of me the said Sir R. C. my heires and assignes for ever, and to and for none other use, intent, meaning or purpose whatsoever. In witness whereof I the said R. C. have hereunto set my hand and seal the 28 day of February in the year of our Lord God according to the computation used in England, 1651.

Sheweth that the said Sir R. C. do hereby

An Indenture of Co-partnership, between four Merchants.

**T**His Indenture Quadripartite, made the, &c. between R. B. Citizen and Goldsmith, of *London*, of the first part, W. C. Citizen and Goldsmith of *London* of the second part, T. B. Citizen and Goldsmith of *Bandon* of the third part, and T. L. of *London* Merchant adventurer, late servant of the said R. B. on the fourth part, witnesseth, that the said R. B. W. C. T. B. and T. L. in consideration of the fidelity, trust, confidence, and good opinion which every one of them alwayes hath had, and yet hath and repose in every other of them, have joynd themselves to be co-partners together in the Trade of Merchandizing, that is to say, in buying, selling, uttering, vending or retailing of all sorts and kinds of wares, and all other kinds of businesse to the trade of a Merchant incident, belonging, or appertaining, and the said Co-partnership to continue between them, from the first day of this instant moneth of *March* for and during the term and space of three whole years from thence next ensuing and fully to be compleat and ended; And to that end and purpose, they the said R. B. W. C. T. L. and T. B. have before the day of the date of these presents delivered into stock (to be used and employed in the said Trade of Merchandizing, as well within the Territories of *England*, as elsewhere in several places in the parts beyond the Seas,) in money, cloth, wares, debts, merchandizes, adventures, abroad and here in *England*, adventures now already upon the Seas, and beyond the Seas, such several stock and stocks, and summe and summes of money as are specified and expressed in a Schedule indented to these presents annexed of the particular and proper stock severally put in, and severally belonging to each one



one of the said several parties for their several quantity and proportion, being in the said Schedule severally set down, mentioned and declared, as by the same more fully and plainly doth and may appear: It is now covenanted, granted, concluded, condiscended, and fully agreed by and between all the said parties to these presents; and each one of the said several parties for himself respectively, and for his own particular part, and for his own several and particular Executors and Administrators, do and doth severally and not joyntly covenant, grant promise and agree to and with every and each other of the said parties, his and their several executors and administrators by these presents in manner and form following, that is to say, that every and each of the said parties for himself during & by all the said space of three years (if all the said parties shall so long live) shall continue and abide together as joynt occupiers and partners, and that every and each of the said parties shall from time to time, during and by all the said term (if they shall so long live) do their and every of their reasonable endeavours and diligence, by all the wayes, labours, and means that each of them can or possibly may, to the uttermost of their power, wit, cunning and knowledge, and for the most benefit, profit and advantage of every and each other, faithfully and truly imploy, buy, sell, and merchandize, with all such and so much of the said whole stock, as shall in all manner of wise come to be committed to each one of their several charge, dispositions and government; and the gains and increase of every such part: And it is the true intent and meaning of all the said parties, to these presents, that the said W. C. shall manage the businesse and affairs for, &c. in the parts of *Spain* during the good liking of the said R. B. and there at the most part reside and have his continuance

and being; the said T. L. to manage the businesse and affairs for *Steade, Germany*, and those parts during the good liking of the said R. B. and there he for the most part to reside and have his continuance and being, and the said R. B. and T. B. to manage the businesse and affaires for *England*. And it is covenanted, granted and agreed by and between all and every the said parties to these presents, that all such gain, profit and increase as God shall send, and as shall come, grow or arise by reason of their said Trade and joynt-occupying, as is aforesaid, shall be from time to time during the said joynt-occupying, equally and indifferently parted and divided in manner following, that is to say, to every one of the said parties, their Executors and Administrators, a just equal and rateable part and proportion in and upon every 100 l. rateable and proportionably, according as to the quantity of each ones severall stock by them severally put in and appearing in the said Schedule, the same for his and their parts of the gaines, profit and increase, shall arise and amount unto. And likewise that all such losses, hurt and detriment as shall happen by the said joynt-occupying by evil doctors, adventures of the Seas, or otherwise, without fraud or coven shall be paid and born in each ones severall part and portion, according to the manner and form of the dividend of the gaines aforesaid. And it is covenanted, granted and agreed by and between all and every of the said parties to these presents, and each one of the said parties for himselfe respectively for his own severall and particular part, and for his own severall Executors and Administrators, do and doth severally and not joyntly covenant, promise, grant and agree to and with every and each other of the said parties, his and their severall Executors and Administrators by these presents, That there shall be

had and kept from time to time, during all the time of their joynt occupying and Copartnership together as aforesaid, as well for the accompt and affaires on this side the Sea, as likewise for the several accompts and affaires severally beyond the Sea, perfect just and true books of accompts and reckonings of all the said whole trade and dealing, as much as in each one his several power, and as concerning that place or places, and the businesse and affaires thereunto appertaining, wherein or whereunto he shall be used or imployed, shall and may be and lie, which shall be had, used and occupied by reason of the said joynt occupying. And that the said R. B. and T. B. shall have the custody and keeping of the books of accompt for *England*, and all things concerning the trade for *England*, the said W. C. shall have the custody of the books concerning the trade for *Spain*, and the said T. L. shall have the custody and keeping of the books concerning the trade of *Stoade* and *Germany*, in every of which said books, shall be according to the possibility of each ones power, justly and truly entred and set down all manner of goods, wares, and merchandizes whatsoever, either bought or sold by means or reason of the said Copartnership and joynt occupying, with all debts thereof or therefore from time to time to be made, together also with all the gains, profit, commodity, winning or increasing that God shall send, and shall come of and by reason of the said joynt occupying; and also of such costs, losses, charges, and expences, as are or shall be expended, disbursed, laid forth, had or suffered by any wayes or means by reason of the said joynt occupying, which said book shall be used in common to and for the behoof of every and each of the said several parties, their and every of their several executors and administrators,

to have free access and recourse unto, without  
 let or interruption of each other, or the executors,  
 administrators or assignes of each other. And also  
 that every and each one of the said parties shall  
 from time to time, during all the time of their said  
 joynt, occupying and co-partnership together, as is a-  
 foresaid, according to the possibility respectively in  
 each one of them, shew and make privy each unto  
 other, and to such of the Servants and Apprentices  
 of each other, that shall attend upon the said trade,  
 all the affairs and dealings of the said trade need-  
 ful and necessary therein, thereabouts or thereunto  
 belonging or to be manifest, or made known.  
 And also that every and each one of the said parties  
 twice in every year yearly during the said Term (or  
 oftner if need require) at, and upon the reasonable re-  
 quest of any of them to the other, shall to the best and  
 uttermost of each ones power and knowledge, and  
 as much as in him or them be or may be, make,  
 yield, render and perfect unto every and each o-  
 ther, or to the executors or assignes of every & each o-  
 ther at or in the City of *London*, a just, true and per-  
 fect accompt and reckoning of all the said stock and  
 stocks in the said Schedule mentioned: And also  
 of all such other goods, wares, Merchandizes and  
 ready money, as at any time hereafter during their  
 said trade and joynt occupying together, shall come  
 to any of their severall hands, occupying, custody or  
 governance, or to the hands of any other person or  
 persons, to any of their severall or joynt uses, or by  
 any their joint & severall deliveries or appointments,  
 or by the delivery or appointment of any the factors,  
 or servants of them, or any of them by reason of the  
 said joynt occupying: And also of all the gains, pro-  
 fits and encrease that God shall send of the same  
 stock, goods, wares, merchandizes and ready mo-  
 ney

ney or otherwise, by reason or occasion of the said joynt-occupying, and also of all such debts and duties as shall be owing unto the said parties or any of them, and by them to be owing to any person or persons by reason of the said joint occupying; and that upon the perfecting and finishing of every such accompt, all the said parties, their Executors and Administrators shall subscribe their names to the same, witnessing each ones consent and agreement thereunto, for avoiding of doubts and questions which otherwise might happen or ensue.

And further, that it shall and may be lawful to and for every and each of the said several parties, and the Executors, Administrators, Servants, Factors and Assigns of them and every or any of them, at all convenient and seasonable time and times, during all the time of their joynt occupying together, at the liberty and pleasure of any of the said parties, their or any of their Executors, Administrators, Servants, Factors or Assignes, to have access and recourse to the books of accompt and reckonings, and to the notes and remembrances appertaining to the same any wayes touching or concerning the said Trade and joynt-occupying; and to search, peruse, and examine for the better discerning and trying out of all things, how and in what sort and condition the said Trade and joynt-occupying doth and shall from time to time proceed and stand. And it is further covenanted, granted, concluded and agreed by and between the said parties to these presents, and every one of the said several parties before named for himself respectively, and for his several Executors and Administrators do, and doth severally and not jointly covenant, promise, grant and agree to and with the other of them, his and their Executors, Administrators and Assignes by these presents, that no bill, writ-

ting, contract or bargain shall be made, at any time, during their said joynr-occupying together in the parts beyond the Seas, for any matter touching the said trade, otherwise than in the name of the said R. B. &c. if the same with reasonable convenience may be done: And that there shall no private occupying or trade of buying and selling, be had, used or occupied by any the said several parties, or any of their Factors, Servants or Apprentices, or any of them, or by any other to or for their uses, benefits or behoofs, in any wise or condition whatsoever, at any time or times during the time of their said Co-partnership, to the hurt and injury of the said General Trade, other than such as that the gain, commoditie, advantage and profits thereof, shall equally be to the use of them the said R. B. W. C. T. L. and T. B. proportionably according to the rate and proportion of their several stocks aforesaid, saving that it shall and may be lawful to and for the said R. B. at his liberty and pleasure, with his overplus of stock at any time or times, during this Co-partnership, to use his Trade to and for the *East-Indies*, and also for imploying of his ships, and to lend and dispose any his other money out by way of Loan or Use, and saving that it shall and may be lawful to and for all the said parties, during the term of their said trade, to deal for other men, with whom they shall no wayes have any partnership, and nor hinder or be injurious to the said joynr-trade, and to receive the Factorage thereof to their own proper uses, any thing aforesaid to the contrary in any wise notwithstanding. And it is further covenanted, granted, concluded and agreed by and between the said parties to these presents, and each one of the said several parties for himself respectively, and for his several Executors, administrators and assignes, do and doth

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interchangeably, severally and respectively, and not jointly, covenant, grant and agree to and with the other of them his and their executors, administrators and assigns, by these presents, that they the said R. B. W. C. T. L. and T. B. their and every of their executors and administrators, shall and will within the space of two moneths next ensuing the end, determination or dissolution of the said term of Co-partnership, whether the same be by expiration of the said term of three years, or by the death or decease of any of the said parties, which soever of the same shall first happen, at or upon the request of every or any of them, unto the other, or the executors or administrators of any of them, make, yield, render and perfect every one each of them to the other, and the executors and administrators of every and each of them, unto the other, at the now dwelling house of the said R. B. situate, &c. a just, true, perfect and final accompt and reckoning in writing, to the uttermost of every and each mans power and knowledge, of all and every the said stock and stocks mentioned in the said Schedule, and of all the gains and increase, losse and damage which God shall send, and which shall grow to or by the same, and of all goods, wares, merchandizes and commodities, before that time, had, bought, sold or dealt in with the same stock or stocks and gains aforesaid, and of all debts made and being due, summe and summes of money received or paid out by means or in respect of the said Trade, and generally of all buying, bargaining, selling, trading and merchandizing, by the said parties or any of them, with the said stock or stocks, and gains and increase thereof aforesaid, and that then upon the perfecting and finishing of the said final accompt, for as aforesaid to be made and done, all and every the said stock and stocks in the said Schedule



dule mentioned then remaining, and the gaines, winning and increafe which God shall send, and shall appear to become and growing thereof, or by reason of the said Trade aforesaid, whether the same shall consist in money, wares, debts or otherwise, shall be indifferently parted, shared, paid and divided to and amongst the said parties, their Executors and Administrators, in kind proportionably and rateably, without fraud deceit or diminishing, in that full measure, as each ones severall part shall justly and truly, in a true reckoning and computation thereof, arise and amount unto, in and upon every hundred pounds thereof, according to the quantity of each ones severall stock and stocks in the said Schedule appearing and mentioned, and according to the plain true intent and meaning of these presents; and that such part and portion of the said stock and gaines, as upon the perfecting of the said final accompt; shall appear to be and consist in the debts and duties due and owing to the said parties or any of them, shall also from time to time, as the same or any of them shall be recovered or gotten in, by the said parties or any of them, be also parted, shared and divided to and amongst the said parties, according to the like rate, order, division and proportion as is before herein also expressed and set down, the debts, duties and other charges then to be owing or payable by the said parties, or any of them, for or in respect of the said joint trade, being first and before all things, therout paid, deducted and allowed, and likewise the losses, if any shall be, to be in like proportion borne and sustained according to the rateable division of the gaines aforesaid, and that then they the said parties and every of them, their Executors and Administrators immediately upon the

perfecting and finishing of the said final accompt partition and division as aforesaid, shall and will do their and every of their endeavours, by all the lawfull wayes and means that they, or any of them may or can, for the more speedy recovery and getting in of all and every the said several debts and duties, from time to time to be due, or owing to them, or any of them, as part of the gaines and stock aforesaid. And that the charges of suing for and getting in of the said debts and duties from time to time, shall be borne and paid by all the said parties rateably according to the quantity of their several stocks and gaines aforesaid. And that if it shall happen any the said parties to die or depart this life during the said Co-partnership, that then in any such case no right or Survivor or Survivourship shall hold or take place, or be by them or any of them any wise challenged, claimed or demanded, but that they the said parties, and every of them shall and may lawfully give, devise, dispose and distribute his and their parts and portions of the said stock and stocks, gaines and increases to them severally and properly to belong and to be due, and belonging by the true intent and meaning of these presents, by their or any of their last Wills and Testaments, or by any other gift or devise, as fully and amply, as they or any of them could or might do of their own proper money and goods, not pertinent to this accompt or joynt trade. And likewise the executors and administrators of every such person and persons so deceasing, may have and enjoy his and their full rateable part and portion of the stock and stocks aforesaid, and of the gains and increase thereof, according to the true intent and meaning of these presents, without any let, trouble, hindrance or interruption of any other of the said parties surviving or overliving, his or their executors,

tors, administrators or assignes, or any of them, any usuage, law, custome or other impediment to the contrary thereof notwithstanding. And that all the said parties and persons, before mentioned, their executors and administrators, at all times as well during the said term of Co-partnership, as afterwards, untill the end of the whole businesse shall be fully finished and brought to perfection, by all the good wayes and means that possibly can or may be, shall be aiding and assisting unto every and each other of them, their executors and administrators, for the obtaining, speedy getting, quiet holding and enjoying of every and each ones private and particular parts or portions to him or them to be due upon the partition or division aforesaid, according as to right and equity therein appertaineth and belongeth, and that without fraud or coven: And it is the intent, plain and true meaning of every and each one of the said parties to these presents, and each one of the said parties for himselfe respectively, for his own severall and particular part, and for his own severall and particular executors and administrators, do and doth interchangeably, severally and not joyntly, covenant and grant to and with every and each one of them the said parties, his and their severall executors and administrators by these presents, That it shall not be lawful to or for any of the said parties at any time during the said Co-partnership, to take out or diminish any part of the said stock, or any the gains & increase thereof, other than such sum and sums of money as hereafter in and by these presents is licenced & allowed, and that no charge shall in any wise be put to the account of the Co-partnership but such as shall be for the trade of merchandizing in trade and occupying of the stock and stocks aforesaid, and the gains and increases that of them and concerning

ning the same shall come, arise or increase, unless it be convenient house-room, and ware-house-rooms in the parts beyond the Seas, and for suing and getting in of debts and duties belonging to the joynt-trade, and other necessary charges belonging to merchandize necessary and behooful for their said joynt-occuppying, to be born by the general accompt of the said joynt trade, the charges of ware-house-room, diet, lodging and such like, for the time any of the said parties shall be within the City of *London* during the time of the said Co-partnership, to be upon the particular, and sole charge only of the said R. B. his executors or administrators: And it is covenanted, granted, concluded and agreed by and between all the said parties to these presents, and each one of the said parties for himself respectively, and for his own severall and particular part, and for his own severall executors and administrators do, and doth, &c. by these presents, That he the said W. C. by way of further recompence, his executors or administrators shall every year yearly, for and during all the time of the said Co-partnership, be yearly allowed out of the joint-stock and general accompt, and thereby to be born, the yearly summe of 184 l. of lawfull, &c. over and above all other his gains and allowance herein before mentioned 100 l. yearly, whereof it shall or may be lawfull to and for the said W. C. to take out of the same to use, spend, bestow and convert at his own free will and pleasure, so farre forth that the said W. C. do leave yearly the residue being the summe of 84 l. to rest, remain and runne to and in use to and with the said general stock during the said Co-partnership; The profit & loss of which yearly summe of 84 l. to be dividnt to and amongst the said parties in like manner, according to the division and proportion of their severall stocks aforesaid, and

and the 84 l. yearly being the principal, together with so much of the said yearly rent of 100 l. not formerly taken out, at the end and determination of the Co-partnership, to be to the said W. C. his Executors and Administrators fully satisfied and paid, or otherwise by him the said W. C. his Executors or Administrators out of his accompt to be deducted, and defaulted; and that he the said T. L. his executors or administrators shall by way of further recompence every year yearly for and during, &c. *prout supra*, for W. C. any matter, cause, article or thing before in these presents contained or rehearsed to the contrary thereof in any wise notwithstanding. And finally, it is covenanted, granted and agreed by and between the said parties to these presents, that each one of the said several parties before named, for himselfe respectively, and for his several Executors and Administrators, do and doth interchangeably, severally and not joyntly, covenant, promise, grant and agree to and with each other and every of them, his and their several Executors, Administrators and Assignes, by these presents, that if it shall fortune any variance, sute, difference, doubt, controversies, discord or contention to happen, grow or be moved by and between the said parties, or any of them, or the Executors or Administrators of them, or any of them, for, or upon or by reason of the said Trade and joynt-occupyings, or any matter or thing thereupon depending upon or by reason of any matter or thing in these presents expressed or set down, that then and so often from time to time, as the same shall so happen, and before any sute arise, or trouble shall be attempted or sought by any of them against the other: all and every the said variances, differences; strifes, doubts, controversies and contentions shall  
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from time to time be referred and submitted to the hearing, order, award and determination of foure honest persons, being of the Company of Merchant-adventures of *England*, for the time being, whereof one shall be chosen by the said R. B. his executors or administrators, one another, &c. for the other three, as arbitrators in and for all and every the premisses, if they shall be content to undertake the variances, strifes and contentions, so to them to be referred within the space of one moneth next after such referment and submission to them made: And further that they the said R. B. W. C. T. L. and T. B. and every of them, their and every of their executors and administrators respectively, for their and every of their own severall and particular parts, shall and will from time to time stand to, abide, obey, performe, fulfill and keep, all and every such end and ends, determination and judgement, as by the said four persons so as aforesaid to be chosen shall from time to time be had, made and given up in writing, for and in the behalf of the said parties, as touching any the variances or differences aforesaid, without any further coven or deceit. In witnesse, &c.

*An acknowledgement of a trust in an Indenture of bargain and sale.*

**T**HIS Indenture made, &c. Whereas T. W. of, &c. by this Indenture of bargain and sale, bearing date, &c. for the consideration therein mentioned, did grant, bargain and sell unto the said I. H. S. T. A. P. and R. L. their heirs and assigns, for ever, all that Mannor, &c. (recite the bargain and sale to the end of the *Habent*) as in & by the said Indenture of bargain and sale amongst divers other Covenants, grants and agreements therein contained more at large it doth  
and

and may appear. Which said recited Indenture of bargain and sale was so made unto the said I. H. S. T. and A. P. of meet and special trust and confidence, to and for the only use, benefit and behoof of the said S. S. his heires and assigns. Now this Indenture witnesseth, that the said I. H. &c. do hereby confesse and acknowledge, that the said recited Indenture of bargain and sale, was and is made to and in the names of them the said I. H. &c. of meet and special trust and confidence, to and for the use and behoof of the said S. S. his heires and assigns for ever. And further the said I. H. &c. in accomplishment and performance of the trust and confidence aforesaid, do for them and every of them covenant and grant joyntly and severally to and with the said S. S. their Heires, Executors, Administrators, and assigns, by these presents, that they the said I. H. &c. their heires and assigns, shall and will from time to time hereafter, upon reasonable request therefore to be made, and at the costs and charges in the Law of the said S. S. his heirs & assigns, bargain, sell, convey and assure the said mannors and all and singular other the premisses by the said recited Indenture of bargain and sale granted and sold, or meant, mentioned or intended to be thereby bargained and sold, and every part and parcel thereof, with their and every of their appurtenances, unto the said S. S. his heires and assigns for ever, in such sort manner and form as by the said S. S. his heires and assigns, or his or their counsel learned in the Law, shall be reasonably devised or advised and required, so alwayes, that the same conveyances or assurances, or any of them, contain no further or other warranties than only against the said I. H. &c. and their heires. And further, that any time of the making and passing of such conveyance or assu-



assurance as aforesaid, the said Mannor & all and singular other the premises, shall be free, clear and discharged, of and from all and all manner of former bargains, sales, gifts, grants and incumbrances whatsoever, then before had, made, committed or done by them the said I.H.&c. or any of them, or, of or by any other person or persons whatsoever, lawfully claiming, by, from, or under them, or any of them. In witness, &c.

*An acknowledgement of a trust by a deed-poll of a Lease*

**T**O all, &c. I T.M. of, &c. send greeting, &c. whereas

C.D. of, &c. by one Indenture of Lease made between, &c. and, &c. hath demised, &c. as in and by, &c.

Now know ye, I the said T.M. do hereby confess and

acknowledge, that the Lease or demise of the premises

aforesaid, was and is made to and in the name of me

the said T. M. in trust and confidence, & to the intent

that I the said T.M. should upon the request of the

said E.G. her Executors, administrators or assigns,

assign and convey the said Lease and premises to her

the said E. G. her Executors, administrators or as-

signes, or to such other person and persons as she or

they in that behalf shall name or appoint: And

therefore in accomplishment and performance of the

trust and confidence aforesaid, I the said T. M. for

me, mine executors and administrators, do cove-

nant and grant to and with the said E.G. her Execu-

tors, administrators & assigns, by these presents, that

I the said T.M. my exec. admin. and assigns shall and

will from time to time, upon the reasonable request,

and at the costs and charges of the said E. G. her

Executors, administrators or assigns, assign and set

over the above-mentioned premises, and every of

them, and all the estate and interest of me the said

T. M. my Executors, and administrators, in and to

the same, free and discharged of all incumbrances

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by

by us or any of us to be done or committed unto the said E. G. her executors or administrators, or to such person or persons as she or they shall name or appoint. In witness, &c.

*A Conveyance of Lands to the use of a mans Heirs, with the profits during the Heirs minority, limited to the payment of the Donors debts and performance of the Testament.*

**T**HIS Indenture made, &c. between the right Honorable W. Viscount Hereford, &c. of the one part, and the right Honorable A. Lord Grey & alii, &c. on the other part, witnesseth, that the said Viscount for and in consideration of the Fatherly good will, favour and affection which the said Viscount beareth towards R. and W. the two Sons of the said Viscount, and for the advancement and preferment of the Heirs males or the body of the said Viscount lawfully to be begotten, and for other the considerations hereafter in these presents mentioned and expressed, hath given, granted, enfeoffed and confirmed, and by these presents doth give, grant, enfeoff and confirm unto the said A. Lord Grey, &c. all those his Mannors, &c. with all and singular Liberties, Courts, Views of Frank pledge, Fairs, Commodities, Franchises, Priviledges, Jurisdictions, Preheminences, Emoluments and appurtenances whatsoever to or for the said Mannors, Lands, Tenements, or Hereditaments used or enjoyed, in or out of the same, or any of them, or any part or parcel thereof, issuing, renewing, happening, used or exercised, and all, &c.

To have and to hold, &c. to the said A. L. G. &c. and their heirs for ever, to the use and behoof of the said V. for term of his life without impeachment of waste,

waste, And after the decease of the said V. and during the time of the said R. D. son and now heir apparent of the said V. or any other, being the heir of the said V. shall be under the age of 21 years, and until some heir of the said V. shall have accomplished the full age of 21 years, to the use of the said A. L. G. and the Survivors and Survivor of them, and the executors and administrators of the Survivor of them, upon trust, and to the intent and purpose that the said A. L. G. &c. and the Survivors and Survivor of them, and the executors and administrators of the Survivor of them, shall take, receive, levy, possess, use and enjoy the Rents, issues, profits, renewals, commodities and emoluments of all and singular the said Lordships, Mannors, Lands, Tenements and Hereditaments, and other the premises, with the appurtenances, and the same employ during such minority or minorities, as is aforesaid, for and towards the performance, payment and satisfaction of all the legacies and bequests of money, annuities for years, and debts of the said V. to be mentioned in the testament and last will of the said V. according to the tenor, purport and true meaning of the said V. in his said testament and last will to be declared, and to the use and intent that the said feoffees, and the Survivor and Survivors of them and their Heires, shall with the profits, Revenues, commodities, issues and emoluments, coming, growing and arising of and in all and singular the said Lordships, Mannors, Lands, Tenements and Hereditaments, Bestow, disburse and expend from time to time the competent and necessary charges in the law and otherwise for the defence and maintenance of the possession and title of all and singular the premises, and every or any part thereof, And for the reparation and defence of the buildings, edifices,

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houses

houses and Sea walls in and upon the premises, or any part thereof from time to time necessary, meet and convenient to be disbursed, and expended, until such time as the said Legacies debts and bequests of the said V. to be mentioned in his Testament, shall be performed, and until some heir of the said V. shall have accomplished the full age of 21 years, and after satisfaction of the said legacies, debts and annuities, and for the Surplusage that shall surmount the same debts, legacies and annuities, and other the charges aforesaid satisfied, to the use and intent that the said A. L. G. &c. shall employ & suffer the premises and surplusage thereof, to go, remain & come to the use, profit and benefit of the heirs of the said V. And after the heirs of the said V. shall accomplish the full age of, &c. That then the said A. L. G. &c. & their heirs, shall stand and be seized of and in all and singular the said Mannors, &c. to the use of the said R. D. and the heirs males of his body lawfully begotten, and for default of such heirs males of the body of the said R. D. lawfully begotten, to the use and behoof of the said W. D. second Sonne of the said V. & the heirs males of his body lawfully begotten, and for default of such heirs males of the body of the said W. D. lawfully begotten and to be begotten to the use and behoof of the heirs males of the body of the said V. lawfully begotten, and for default of such heir to the use of the heirs of the body of the said V. and for default of such issue to the use of the right heir of the said R. for ever.

Provided alwayes, and it is the true meaning, use and intent of these presents, That if the said V. at any time hereafter during his life-time shall demise, grant or lease the said Mannors, Lands, Tenements, and hereditaments aforesaid, and other the premises by these presents granted or assured or any part

part or parcel thereof, by his deed indented under his seal, and with the subscription of his name with his own proper hand, for term of any year or years, life or lives, that then and immediately from and after every such lease, demise or grant, or such leases, demises, or grants, so to be made by the said V. the said A. L. G. &c. and their heirs, shall stand and be seized of and in the said Mannors, &c. so to be leased or granted, To the use and behoof of the same Lessees or Grantees, and every of them, and of their several executors, administrators and assigns during the terms and space mentioned in the said several leases, grants and demises, so to be made, according to the tenor form and effect of the same lease grant or demise, leases, grants or demises, so that the yearly rent or rents mentioned or reserved by the said V. in such lease demise or grant, leases demises or grants, be yearly paid to the said V. during his natural life, and after his decease to such person or persons, as by the purport and true meaning of these presents, ought to have the reversion of remainder, reversions or remainders of the Lands, Tenements or Hereditaments so to be leased or granted, within the space of 20 daies next after reasonable request to be made for the payment thereof: And so that the same lessees or grantees their executors, administrators and assigns, do well and truly perform the conditions to be comprized in the Indenture or Indentures of their said several demises or grants, according to the effect and true meaning of the same Indenture or Indentures.

And that the said A. L. G. &c. shall stand and be seized of the Reversion and Remainder, the Reversions and Remainders of the Mannors, Lands, Tenements and Hereditaments so to be leased or granted, and after the Determination thereof. Then

also of the same Mannors, Land, Tenements or Hereditaments, so to be leased or granted, to such uses and intents, as they the said L. G. &c. should have stood or been thereof seized, by the purport and true meaning of these present, if any such lease or grant had been thereof made; and that of and for such estate and estates, in such order and degree, with the same remainders, and in such manner and form, to all intents and purposes as they should have stood or been thereof seized by the purport and true meaning of these presents, if no such lease or grant had been thereof had or made (here followeth a letter of Atturney for livery of seizin to the feoffees, &c.) and then a proviso, That if the said V by his writing signed and sealed in the presence of 3 witnesses shall repeal, frustrate and determine, or declare to be determined, all or any the uses aforesaid, of or for the premises, or any part thereof, That then and from thenceforth the said uses so to be determined or declared to be repealed, for all such lands and the uses thereof, so to be declared, determined, shall be void and of none effect, and that then the Feoffees shall hereof stand seized to the use & behalf of the said V & his heirs; Then followeth a Covenant on the said V S part, that if the estate of the premises be not effectually conveyed him by force of from this grant to the said Feoffees, to the uses before specified, on this side the last day of, &c. next coming, that then and from thenceforth the said V and his heirs, and all others to be seized of the premises, so not sufficiently conveyed shall be thereof seized to the uses above specified, and to such uses, & with such remainders as the said Feoffees or the Survivor of them should have stood seized thereof, by the purport of these presents, in case the estate thereof had been perfectly assured unto them or any  
of

of them according to the true meaning of these presents: In witnesse whereof as well the said V. as the Feoffees have put, &c.

*Memorandum of the seisin executed with the Tenants of one of the said Mannors Attournment.*

**M**emorandum, that the sixteenth day of, &c. Liv-  
ry of Seisin was delivered and given by W. W.  
one of the Attorneys mentioned in the Indenture  
herunto annexed, of, in and upon the Lands of the  
Farm of O. parcel of the mannor of T. mentioned in  
the said Indenture, and also of, in and upon the man-  
nor-house and demesne Lands of T. by the assent of  
I. P. Lessee for years of the same (saving his term)  
and also of, and upon the Coppice-woods called T P  
to R. B. one of the Feoffees, contained in the said  
Indenture, according to the tenor, purport and in-  
tent mentioned in the said Indenture, and for and in  
the name of the said Mannors of T. and all other the  
lands, tenements and hereditaments mentioned in  
the said Indenture, situate and being within the said  
C. and in the name and behalf of the Feoffees men-  
tioned in the said Indenture: And the Tenants of  
the said Mannor, whose names are immediately  
under-written, at the same execution, hearing the  
Indenture read, did attorn and fully assent to the  
same according to the tenor, purport, intent and u-  
ses in the same Indenture mentioned.



*An Indenture for the equal division of goods, where there are four Administrators together, they bearing and allowing one with another equal parts of charges in Law in getting in the same, and like parts of all recovered against them.*

**T**HIS Indenture quadripartite made between I. C. of, &c. on the first part, W. C. of, &c. of the second part, &c. Whereas the said I. C. and A. his wife, W. C. and A. his wife, H. H. and H. his wife, & N. C. and E. his wife, in the right of the same their wives together with I. H. brother of their said Wives have had and taken upon them the administration of the goods and chattels of C. W. widow, deceased, late the wife of I. W. late of L. Dyer, deceased, and whereas also so much of the goods, chattels, and debts which were of the said C. as are already come to their hands, are divided into five equal parts, whereof every of the said I. C. W. C. H. H. and N. C. in the right of their said wives, and also the said I. H. have severally had and taken their several parts of the same, and now are thereof severally possessed.

Now this Indenture witnesseth, that it is covenanted, granted and agreed between the said parties, And the said I. W. H. and N. for themselves and their said wives, and for their executors and administrators, and for the Executors and Administrators of every of them, do severally covenant, grant and agree every of them with the other by these Indentures in manner and form following (viz.) That all the residue of the goods, chattels and debts which were of the said C. in possession or in right, which at any time or times hereafter shall come to the hands of any of the said parties, or of the Executors or administrators of any of them, shall be divided & parted into 5 equal parts

as aforesaid, from time to time, as the same shall happen to come to the hands of any of them, whereof the said I. H. to have one part of the said five parts, and that then the other four parts thereof shall from time to time be equally divided betwixt the said I. W. H. and N. and their several Executors and administrators, without benefit of Survivorship by any means to grow to such of the said parties or their wives shall fortune to Survive.

And it is further covenanted betwixt the said parties in form aforesaid severally, that if any action or sute be now depending, or hereafter shall be commenced against the said administrators of the said C. W. or any of them, for any thing wherewith they shall be chargeable in the Law, by reason of the said administration by them taken as aforesaid, That then in every such case, the said I. W. H. and N. their Executors and administrators, and every of them severally for his own part, upon notice and request made and given by one of them to the other, or by any of their executors or administrators, shall bear and pay one equal fourth part of all charges and expences to be laid out in the defence of any such Sute, and one like fourth part in execution, and to the satisfaction of any judgment and recovery which shall happen to be given or had against them or any of them in any such sute or action as aforesaid.

And that they the said I. W. H. and N. and their said wives their executors or administrators, and the executors or administrators of every of them severally for their own part upon like reasonable request, shall and will do, knowledge and suffer in the Law towards the other of them all and every thing and things which from time to time shall be requisite or needful to accomplish and perform their accord, covenants and agreements made amongst them by  
their

these presents, according to the purport and true meaning of the same.

And moreover, that they the said parties, their Executors and Administrators, and every of them, upon like request as aforesaid, shall notifie, express and truly declare from time to time to the other, all such goods, chattels & debts whatsoever which were of the said C. and which they shall know and understand to be in any place or custody, and not parted, distributed, severed and divided according to the tenure and effect of these presents, to the intent every of them may have his or their equal parts thereof, according to the tenure of these presents, without fraud or coven.

And that for recovery of any debts, goods, and chattels, which were of the said O. to be had and recovered to and for the use of the said parties, their Executors and Administrators, and of the said I. H. and in manner and form aforesaid, They and every of them shall for their equal four parts bear and sustain one equal fourth part of all costs and charges in and about all and every the said recovery and recoveries, to be born and sustained from time to time as shall be needful and reasonable.

And it is further covenanted, granted and agreed betwixt the said parties, the said parties and every of them do also for them, their Executors and administrators severally covenant and grant to and with the other by these presents, that if it fortune the said I. H. to die intestate, by reason whereof any of the goods, chattels, money, plate or jewels of the said I. shall grow or come by reason of Law unto the said parties or their wives, or any of them, that then the Survivor or Survivors of the said parties, or their said wives, their Executors or Administrators, to whom any such the goods, chattels, money, plate or jewels

els shall fortune to grow or come, shall divide the same into four equal and severall parts, and shall retain to his or their use one part thereof, and the other three parts shall be severally delivered unto the other three parties to these Indentures, to their severall Executors or Administrators equally, within two moneths after they shall fortune, to have or come by the possession of any such goods, chattels, plate, jewels, money: &c. In witness, &c.

*A Deceazance upon a Statute excellently well penn'd, it being for the payment of two thousand pounds as the end of six moneths, and of 200 l. per annum during life.*

**T**His Indenture made the, &c. day of, &c. in the, &c. of our Lord God, &c. Between B. P. of London widow, of the one part, and W. P. of London aforesaid Esquire, Son unto the said B. of the other part. Whereas the said W. P. hath lately sold and conveyed the Mannor of L. in the County of W. and divers lands thereunto belonging, unto Sir W. P. Knight, and the said B. P. hath joyned with him the said W. P. in a fine thereof levied, part of which said Mannor and lands of the value of 200 l. *per annum*, were heretofore settled and assured upon her the said B. for her life, for her joynture, by W. P. Esquire, deceased, her late husband; And whereas the said W. P. is indebted to the said B. the sum of two thousand pounds of lawful money of England, which had remained in his hands for some years last past, and by agreements between them, the said W. P. hath hitherto paid the sum of 100 l. *per annum*, as interest or consideration for forbearance of the said money, and is still to pay the like summe so long as the 2000 l. shall remain in  
his

his hand. And whereas also the said W. P. by one Recognizance or writing obligatory of the nature of a Statute of the Staple, bearing date the first day of this instant moneth of *April*, taken and acknowledged before Sir I. B. Knight, Lord Chief Justice of the Court of Kings Bench at *Westminster*, according to the forme of the Statute in that case made and provided for the Recovery of Debrs., standeth bound unto the said B. P. in five thousand pounds of lawful money of *England*, payable as by the said recited Recognizance or writing obligatory more plainly may appear; Now this Indenture witnesseth that the said B. P. is contented and pleased, and doth for her self, her executors and administrators, covenant, promise, and grant and agre to and with the said W. P. his heirs, executors, administrators, and assigns, and to and with every of them, by these presents, That if the said W. P. his heirs, executors, administrators or assigns, or any of them do pay or cause to be paid to the said B. P. of or her assigns, the sum of 200 l. of lawful money of *England* yearly, for & during the natural life of her the said B. at two usual Feasts or terms in the year, that is to say, the feast of *St. Michael* the Arch-angel, and the *Annuntiation* of the blessed Virgin *Mary*, by even and equal portions, or within one and twenty dayes next after either of the said Feasts, the first payment thereof to begin at the Feast of, &c. now next ensuing or within 21 dayes next after the said Feast; And likewise if the said W. P. his heirs, executors, or administrators, or any of them, do and shall well and truly pay or cause to be paid to the said B. P. her executors, administrators or assigns the sum of two thousand pounds of lawful money of *England*, within six monethes next after notice or warning given to that purpose to the said W. P. his heirs, ex-

ecutors

ecutors or Administrators, by any writing to be subscribed and sealed by the said B. P. her Executors or Administrators in the presence of two credible witnesses, or more, and shall in the mean time until the payment of the said 200 l. pay or cause to be paid unto the said B. her Executors, Administrators or Assigns, after the rate of 100 l. *per annum*, according to the agreement aforesaid, the same to be paid by 50 l. every half year, and the first payment thereof to be made on the Feast day of, &c. or within one and twenty days next after the said Feast now next ensuing the date thereof; That then the said recited Recognizance or Writing obligatory shall be void and of none effect, or else the said W. P. for him, his Heirs, Executors and Administrators, covenanteth willeth and granteth by these presents, that the said Recognizance or Writing obligatory shall stand and remain in full force and virtue.

*A Release made to a Sheriff for discharging of a Prisoner.*

**K** Now all men by these presents, that I G. R. of S. in the C. of D. Victualler, have remised, released and quit-claimed, and by these presents do remise, release and quit claim unto Sir W. S. Knight, now Sheriff of the said County of D. all and all manner of Actions, Sutes Troubles and Incumbrances whatsoever; which I may, might or ought to have against him, for or concerning the discharging or setting at liberty of E. N. of S. in the said County widow, being arrested and imprisoned upon a *Capias ad satisfaciendum* out of the Court of Common-pleas at Westminster for 50 l. debt. and 50 s. and 4 d. costs at my sute, returnable *a die Pasche proxima* mensur last past. In witness whereof I have here-

unto set my hand and seal the 21 day of *May*, Anno  
Dom. 1627.

*An assignment of a Statute, by an Executor, to two  
of the Creditors of the Testator, in lieu and satis-  
faction of their Debts of the same value, singularly  
well drawn,*

**T**His Indenture made, &c. between I. C. of  
the Inner-Temple London, Esquire, Sonne and  
Administator of the goods and chattels of W. C.  
late Citizen and Scrivener of London deceased, of  
the one part, and M. W. of London widow, and  
H. I. of London Gentleman, of the other part. Where-  
as the said W. C. at the time of their death, stood in-  
debted unto the said M. W. in the summe of 100 l.  
principal debt, and to the said H. I. in the summe of  
200 l. principal debt, besides interest of the said  
debts; And whereas Sir T. P. of N. in the C. of  
D. Knight, in and by one Recognizance or Statute,  
in the nature of a Statute-staple, bearing date the  
twentieth day of *July*, in the ninth yeare of  
the Reign of the late King *Charles*, and made  
according to the Statute, made and proceed  
for recovery of debts, taken and acknowledged be-  
fore Sir R. H. Knight, then Lord Chief Justice of  
his Majesties Court of Common pleas at *West-*  
*minster*, is and standeth bound unto the said W. C.  
in the summe of six hundred pounds of lawful mo-  
ney of *England*, payable at the Feast of Saint *James*  
the Apostle then next ensuing, as by the  
said Statute more at large appeareth. Now this  
Indenture witnesseth, that the said I. C. for and  
towards the payment and satisfaction of the said  
debts, due unto the said M. W. and H. I. hath given,  
granted, assigned and set over unto the said M. W.  
and



and H. I. their executors, administrators and assigns, the said Recognizance or statute, and all his right and interest therein, and all actions, extents and executions to be had or prosecuted upon the same in as large and ample manner and form as he the said I. C. hath or at any time hereafter may or might have, by force of the said Statute. And further the said I. C. doth by these presents constitute, authorize and make the said M. W. and H. I. his true and irrevocable lawful Attorney and Attorneys, joyntly and severally to sue and prosecute all manner of Actions, sutes, demands and executions, in and upon the said Statute and Recognizance in the name of the said I. C. his Executors or Administrators, and to receive and recover the said summe of 600 l. in the said Statute mentioned, and all other summe and summes of mony, benefit and advantage, which shall or may lawfully be had or gotten upon the said Statute or Recognizance, authorizing them and every of them by these presents to retain all such Councellors and Attorneys, for the executing of the said sutes, extents and executions, as shall be required for the following & furthering of the same, and to do, and execute all and every other lawfull act and acts whatsoever, which shall be meet and expedient in and about the premises, and the said I. C. doth for himself, his Executors and Administrators, covenant, promise and grant, to and with the said M. W. and H. I. that the said I. C. his Executors and Administrators, shall and will permit, suffer, allow, justifie and maintain, all such lawful actions, sutes, extents and executions as the said M. W. and H. I. or any of them, their Executors or Assigns shall and will sue or prosecute, for the levying, taking and receiving of the said sum of 600 l. contained in the said Statute,

in

in the name of the said I. C. his Executors or administrators, and that all sum and sums of money, Recoveries and Executions to be had and obtained upon the same by any Sute, Action or Execution, or otherwise, shall be to the onely use of the said M. W. and H. I. to be divided betwixt them proportionably according to their severall debts, in as large and ample manner and form as the said I. C. might have had the same, and that the said I. C. hath not, nor he, his Executors or Administrators shall not at any time hereafter release or discharge the said debts contained in the said Statute, nor any Action, Extent or Execution to be had upon the same, nor do any act or acts in prejudice of the same And further, that he the said I. C. his Executors and Administrators shall at any time during the space of two yeers next after such time as the same Statute shall be executed by way of Extent, make or cause to be made by the said M. W. and H. I. their Executors, administrators, and assigns, to the onely use and behoof of them the said M. W. and H. I. as aforesaid, upon reasonable request, and at the costs and charges in the Law of them the said M. W. and H. I. their executors, administrators or assigns, all such reasonable Assurance and Conveyance of the land which shall be extended and put in execution upon the said Statute, as shall be reasonably devised by the said M. W. and H. I. or either of them, their Executors, Administrators or assigns, or their or any of their Councel learned in the law, discharged of all incumbrances done by the said I. C. his Executors or administrators. In witnesse, &c.



# PRESIDENTS

## FOR

Bills, Answers, Replications, Demurrers, Rejoynders, &c. in Chancery.

*A Bill to be relieved against Bonds, being but a Surety,  
and for obtaining an Injunction.*

*To the Right Honourable the Lords Commissioners of the  
Great Seal of England.*

**I**N all humbleness complaining, sheweth unto  
your good Lordships your daily Orator I. S. &c.  
That whereas about a year now last past, your  
said Orator having but lately before attained to  
his full age of 21 years, and being in possibility of  
good means from his father, was inveigled and drawn  
in by one I. H. of L. Goldsmith, and one G. B. whom  
the said H. used for his Instrument therein, and  
did at their solicitations and persuasions, and upon  
their promises to supply your Orator with mo-  
ney for his then present occasions, enter into and  
became bound together with the said B. and one  
I. I. then a stranger to your Orator, unto the said  
I. H. in and by two several bonds of obligations, the  
one of them bearing date, in or about, &c. be-  
ing

ing of the penalty of 20 l. with condition for the payment of 100 l. or thereabouts, at six moneths then following, or some other time in the said condition mentioned, now long since past, and the other of the said bonds bearing date, &c. At the time of entering into which said bonds your Orator was confidently told and promised as well by the said G. B. as by the said I. H. that he your said Orator should have for his own use, all or the greatest part of the money mentioned in the several conditions thereof, and that he should not be compelled to repay unto the said I. H. any more money, but only so much as he should receive upon the security of the said bonds, and the interest thereof, after the rate allowable by the Statute, and that he should not be troubled with any payment, untill he well were enabled by his Fathers means to discharge it, which moved your Orator the more willingly to enter into the said bonds, he presuming that he should have had his want of ready money supplied thereby; but after your Orator had entred into, sealed and delivered the said bonds, he could not get nor did receive of, or from the said I. H. the Obligee or any other any money at all, or other thing whatsoever, nor was there any money at all or other thing of any value disbursed, paid or delivered by the said I. H. upon, for or in respect of the said bonds so entred into, or either of them, but if any money or commodities were disbursed or delivered for or upon the said bonds, then was it of small value, and that received only by the said G. B. who either converted the same unto and for his own private use, or else paid it back and restored it to the said I. H. or whatsoever it were, howsoever disposed of, yet had not your Orator ever any penny or part thereof, and thereof your Orator presumed

presumed he should not have been any way troubled, sued or molested, upon or by reason of the said bonds or either of them, he having not received the money or any part thereof, for which the same were intended, nor any consideration at all, for, or in respect of such his entering into the said bonds, but was greatly disappointed for want thereof, to his no small hindrance, as was and is well known both to the said I. H. and G. B. whom after the entering into the said Bonds, your Orator often solicited for the money thereupon promised unto him, and they as often delayed him with promises thereof, but to this day your Orator never had, nor could get from them or either of them, any money, commodities or other considerations whatsoever, and so was meerly abused by them therein. Yet now so it is, may it please your good Lordships, that the said I. H. and G. B. intending to make a prey of your Orator, and having to that end drawn him into the bonds aforesaid, and being combined and considered to lay upon him the whole burthen and penalty thereof, have, the better to effect the same, so plotted, as that the said G. B. who was and is privy to the whole passage of the business before mentioned, and whom the said H. used as his Instrument to draw your Orator into the said bonds, hath lately since the money mentioned in the Conditions thereof, become thereby due, absented himselfe with the privy and by the procurement of the said H. and liveth now in remote and obscure places unknown to your Orator, but well known to the said I. H. who while the said B. was here present, never demanded of your Orator any money at all, nor any way questioned him upon the said bonds, or either of them; but now the said G. B. (who could detect his dealing in the premises) being absent and kept out of

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the

the way, he the said I. H. upon advantage therein, and in pursuance of their plot aforesaid, doth now pretend and give out in speeches, that the said bonds were real securities, and entred into for just debts; and that your Orator and the said B. B. and I. I. or some one of them, had of him the said H. Money or Commodities of the value of money mentioned in the Conditions of the said bonds, which money he pretendeth to be still unsatisfied, and the said bonds thereby forfeited; and thereupon he the said I. H. hath of late arrested your Orator, and commenceth or threatneth to commence and prosecute several suits against him at the Common-law upon the said several bonds, and sparing the said G. B. (whom he hath purposely absented) bendeth all his force against your Orator; and albeit he the said I. I. hath received satisfaction of and from the said B. B. and I. I. and of and from some others in their use, or in their behalf, of and for all the money and Commodities, if any other were lent and delivered by him upon the said bond, and knoweth well that your Orator had never any part of such money or Commodities, nor any consideration at all, for or in respect of his entering into the said bonds, but was meetly drawn thereunto upon the promises aforesaid, which were never performed unto him; yet he the said I. H. continueth still his suit and threatnings of suit against your Orator, at the Common-law upon the said bonds, with intent to recover of him the whole penalties thereof; and the said B. B. giveth way and furtherance thereunto, and will take no course to free and discharge your Orator thereof; nor will the said I. H. seek for satisfaction as he ought, (if any be due unto him at the hand of the said B. B.) nor discover where the said B. B. is, but both of them by a joynt confederacy

cy between them, intend to lay upon your Orator the whole burden and penalties of both the said bonds, and then to share and divide the same between them, contrary to all rights and rules of equity, and to your said Orators apparent wrong and insupportable hindrance, unlesse he may finde redresse for the same before your Lordships in the justice and equity of this honourable Court. In tender consideration whereof, and of all the aforesaid premisses, and for that your Orator is void of all remedy by the course of the Common-laws of this land, to relieve himselfe in the said premisses, and cannot there plead the matter of equity before alleadged, nor any other sufficient plea in barre, or be discharged of the said bonds and of the suits there commenced and threatned against him thereupon, nor can thereby compell the said B. B. to take any course for your Orators discharge of the said bonds, and there enforce him and the said I. H. to perform and make good unto your Orator their promises aforesaid, for that your Orator hath no such precise proof of the said premisses by witnesses now living and extant, as the Common Law in such cases requireth; but your said Orator is for all those matters before your Lordships in course of equity properly to be relieved, where he hopeth the said I. H. and B. B. will upon their oaths, if they may be thereunto called, confesse their said promises, and the premisses to be true in such sort as aforesaid; or if they shall deny the same, that yet your Orator shall be able to make such proof thereof by circumstances as may in equity move your Lordships to relieve him therein: Therefore and to the end the said I. H. and B. B. may upon their oaths declare, and set down what, and how much money or commodities, and what sorts, and value the



said I. H. disbursed, lent or delivered upon the security of the bonds aforesaid, and when and to whom, and whether he had the same or any part, and what part thereof back again, and what other satisfaction he the said I. H. hath received for or towards the said bonds, or the money mentioned in the Conditions thereof, and for whom, and to the end that the said I. H. and G. B. may be ordered to discharge your Orator of and from the said bonds, and that all sutes at the Common-Law thereupon against your Orator may be stayed, that the matters concerning the same may be here determined in and by this honourable Court, according to equity: May it please your good Lordships, the premisses considered, as well to grant unto your said Orator processe of Injunction to be directed to the said I. H. commanding and enjoining him, his Councillors, Atturney or Agents and Solicitors, thereby to surcease and stay all Sutes and further proceedings at the Common-law, against your Orator upon the bonds aforesaid, or either of them, untill the matters of equity concerning the same be heard and determined in and by this honourable Court; As also to grant unto your Orator processe of *Subpœna*, &c.

*A Bill of Reviver.*

**H**umbly complaining, &c. R. W. of, &c. brother and heir of W. W. late of W. &c. That whereas the said W. W. in his life-time, viz. in Easter-Term, in the fourth year, &c. exhibited his Bill of complaint in this High and Honourable Court of Chancery before your Lordships, the tenor whereof followeth in these words. To the Right Honourable, &c. (recite the whole bill *verbatim*.) And the said W. C. being accordingly served with processe of *Subpœna*, issuing out of this Court, appeared in the said term, &c. and upon his

his corporal Oath then and there made his answer to the said bill of complaint, which answer remaineth upon record in the Honourable Court, whereunto your Orator, concerning the particular matters and circumstances therein contained, prayeth, that he may refer himself for more certainty, (*& then in brief, shew all the further proceedings in particular*) since which time, may it please your good Lordships, that the said W. W. died, whereby the said bill, processe and whole proceedings thereupon are abated, and yet neverthelesse the whole right, title, and interest of him the said W. W. in all the said Messuages and Lands by his death are lawfully descended and come to your Orator, as brother and next heir unto the said W. W. so that your Orator in equity ought to have such remedy, benefit and advantage against him the said W. C. for all the said Lands, &c. as the said W. W. might have had at any time in his life time; May it therefore please your good Lordships, the premisses considered, that the said bill, answer, replication, depositions, orders, and certificates, and the whole processe and proceedings upon all and every of them, may be revived and stand in such state for your Orator against the said W. C. and his heirs, to all intents and purposes as the same were for the said W. W. at the time of the death of him the said W. W. and that your Orator may thereupon have such and as great benefit and advantage against him the said W. C. as your Orators said brother W. W. might have had at the time of his death; and likewise that it may please your good Lordships, to grant unto your Orator processe of *Subpoena*, &c.

*The beginning and conclusion of a single Answer.*

**T**He said Defendant saving and reserving to himself, now and at all times hereafter, all benefit of exception unto the incertainties, insufficiencies and imperfections in the said bill of complaint contained, for a full, plain, perfect and direct answer unto all and every the matters, allegations and things which are in the said Bill of complaint contained in any sort or wise material or effectual in the Law for this Defendant to answer unto, saith, &c.

*The conclusion.*

Without that, that any other matter or thing in the said bill of complaint contained, material to charge this Defendant withal, or effectual by him to be answered unto, and not hereby sufficiently answered unto, confessed or avowed, traversed or denied, is true in such sort, manner and form as herein before is expressed. All which this Defendant doth and will be ready to aver, maintain and prove, as this Honorable Court shall award; and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf wrongfully sustained.

*A Plea and Demurrey.*

**T**He said Defendant by protestation, not confessing or acknowledging any matter or thing in the said bill of Complaint contained, laid to the charge of this Defendant, to be true in such manner and form as is therein set forth: Saith, that the said bill doth contain therein against this Defendant (as he is by his counsel advised) many apparent imperfections, incertainties and insufficiencies, such

as do afford unto him just cause and matter of exception, to plead in bar, of the plaintiffs further proceedings against him in this honourable Court, thereupon the benefit and advantage of exception, whereof this Defendant apprehending, accordingly saith, first for answer to so much of the said bill as is material to charge him withal; That he beleeveith it to be true, &c. (Answer what is necessary to be answered to the Plaintiffs bill.) And as unto the accompt which the Plaintiff by his said bill demandeth of this Defendant, and to all other the matters of the said bill not before hereby answered unto, he this Defendant, for and by way of Demurrer thereunto saith, &c. And for all these matters, causes and reasons before alleadged, and for divers other apparent uncertainties and insufficiencies in the said bill, doth under favour of this honourable Court demur in law unto and upon all those points of the said bill not before answered unto, and demandeth judgement of this honourable Court, whether the premisses standing in state as is before alleadged, he this Defendant shall be compelled to make any other or further answer thereunto; and whether the Plaintiff shall be admitted to any relief, examination of witnesses, or further proceedings against this Defendant in this honourable Court thereupon, whose judgement therein this Defendant humbly expecteth, and most humbly prayeth to be dismissed, &c.

*A Certificate for a Forma Pauperis in Chancery.*

*To the Right Honourable the Lords Commissioners for  
the Great Seal of England,*

**M**ay it please your Honours, to be advertised by  
us, whose names are here under written, That  
to our knowledge A. C. of, &c. is a very poor woman,  
and not worth  $\text{£}1$ . and there being a Sure in Chancery  
lately commenced against her by one R. B. the same,  
besides her trouble is like to bring upon her great  
expence, and unlesse the same may be prevented by  
your Lordships favour by admitting of her in *For-  
ma Pauperis*, the defence of such Sure otherwise is  
like to tend to her undoing. The Consideration of  
all which we humbly leave to your Lordships further  
consideration, and do rest

At your Honours or Lordships  
commands,

*An Affidavit for the same.*

**J**S of, &c. maketh Oath that he verily believeth that  
A. C. of, &c. is not worth  $\text{£}1$ . of her own proper  
goods (her debts being paid) and she is very lame,  
and by reason of her infirmity not well able to travel  
to *London* about such Sure as is prosecuted against her  
by one R. C.

*Furat. 20. die M.  
I. M.*

*The*

*The Petition on the same.*

*To the Right Honourable, &c.*

*The Humble Petition of A.C. of, &c. widow defendant,  
to the bill of Complaint of R. B. Complainant,*

**S**heweth, that your Petitioner is a very poor woman, and not worth 5 l. as may appear by the Certificate hereunto annexed of sundry persons of quality, to whom her poverty is well known; and there being this last Term a long bill exhibited by the Plaintiff in Chancery against her for and concerning, &c. and other things of like nature, she in respect of her poor estate shall not be able to answer or defend that Sute, unlesse your Lordships be pleased to admit her *in Forma Pauperis*, to be sued and sue concerning the same.

Wherefore your Petitioner doth humbly desire, that your Lordships in consideration of her poverty (she being not able to travel) would be pleased in that behalf to admit her *in Forma Pauperis*, and to assign Master G. and Master T. to be of her Counsel, and Master M. to be her Attorney, and she shall ever pray, &c.

*Ans<sup>r</sup>.* Upon the Certificate and affidavit of Poverty annexed, let the Petitioner be admitted to sue, and be sued *in Forma Pauperis*, as is desired

T. G. &c.

*The form of the title of a second answer to be made upon  
a Report, &c.*

**T**He further answer of A. B. one of the Defendants, to the bill of Complaint of C. D. Complainant,

nant according to the report of E. F. one of the Masters of this Court made the 17 day of J. and of an order of this Court of the 8 day of this instant month of A. 1644.

The said Defendant in obedience of the said order, and for further satisfaction of this honourable Court, saith, &c.

All which matters and things he this Defendant is and will be ready to aver and prove, as this honourable Court shall award, and prayeth as in his former,

*The form of Rejoynder.*

**T**He said Defendant saving to himselfe now and at all times hereafter all and every the advantages of exception to the incertainties and insufficiencies of the said Replication, for Rejoynder saith, That he will aver and prove that his said answer by him put into this honourable Court, to the bill of the Plaintiffs is very true, certain and sufficient in the Law; and that all and every the matters, articles and things therein contained are true, in such sort, manner and form as in and by this Defendants said answer they are truly set forth and declared; without that that any other matter or thing material or effectual in the law to be rejoyned unto in the said Replication contained, and herein not well and sufficiently confessed or avoided, traversed or denied, is true; All which matters and things this Defendant doth and will aver and prove, as this honourable Court shall award; and therefore prayeth, as in and by the said answer he hath already prayed.



*Another Petition for admittance in Forma Pauperis.*

**H**umbly sheweth, that D. Q. I. S. and others have much wronged and oppressed your Petitioner, to his utter undoing, as may appear by several writings extant to be shown; and because his adversaries are rich and powerful, and your Petitioner poor and distressed, he is unable to contend in Law for his relief. -

Now for that your Petitioner is not worth five pounds in all the world (his Debts paid) he most humbly beseecheth your Lordships to admit him in *Forma Pauperis*, in this honourable Court against the said parties and others, appointing him such for his Counsel, and such for his Attorney as your Lordships shall think meet, and your Petitioner shall pray, &c.

*A Warrant upon a Reference to a Master.*

20. Junii.

1633. Inter W. O. quer. & R. G. Defend.

**B**y vertue of an Order of the 30 of M. last past I have appointed to consider of the matter to me referred on T. next at four of the clock in the afternoon, at my Chamber in, &c. whereof let the said Plaintiff, his Clerk or Solicitor have notice, to the end they may then and there attend, and with Council if they please.

I G.

As

*An Affidavit for serving a Subpœna. Inter I. G.  
 Quer. & R. W. Defend.*

**J**G. of S. in the County of, &c. maketh oath, that  
 Jon, &c. of this present *February*, he personally ser-  
 ved a *Subpœna* out of the honourable court of Chan-  
 cery under Seal on R. W. of, &c. by delivering the  
 (or the Label or body,) &c. at his house unto the  
 wife of the said R. W. by which *Subpœna* he was to  
 appear at the sute of I. L. of, &c. and was returnable  
 the first of this present month of, &c

*Forat. 6. die Febr. 1633.*  
 I. P.

*A Replication.*

*The Replication of T. E. Plaintiff to the answer of  
 G. C. Defendant.*

**T**He said Repliant, saving unto himselfe now and  
 at all times hereafter, all and every the advan-  
 tages and exceptions, to the incertainty and insuffi-  
 ciency of the said Answer, for replication thereunto  
 saith, That he will aver and prove, that his said  
 bill by him exhibited against the Defendant into this  
 honourable Court, is true, certain and sufficient in  
 the Law to be answered unto, and that all and every  
 the matters, articles and things therein contained  
 are true in such manner and form, as in and by the  
 said bill is set forth; and that the answer of the de-  
 fendant is uncertain and untrue, and insufficient to  
 be replied unto, without that, that any other mat-  
 ter or thing material or effectual in the Law contain-  
 ed in the said answer to be replied unto, and herein  
 not

not replied unto confessed and avoided, traversed or denied is true; all which matters and things, the said Plaintiff is, and will be ready to aver and prove as this honourable Court shall award; and therefore he doth pray, as formerly by his said Bill he hath already prayed.

*An Affidavit that the Defendant cannot answer without sight of writings in the Country.*

*Inter. R. G. Quer. & W. O.  
& al. Defendants.*

**T**He said Defendant W. O. maketh oath that upon perusal of the Plaintiffs Bill, he findes he cannot make direct and perfect answer to the same without the sight of certain writings, which are in the County of H. about thirty miles distant from this Court: and further deposeth, that his wife is at this present so sick and weak, that she is not able to make her personal appearance in the Court without danger of her life.

*Furat. 27. die M. 1633.  
I. M.*

*The form of an Administrators accompts.*

**T**He accompt of L. &c. Administrator of all and singular the goods and chattels of R. S. of, &c. his brother deceased, as well of and for such and so much of the same goods, and chattels as came to his hands, as of and for his payment and disbursements out of the same, as followeth, &c.

The said Accomptant chargeth himself with all and singular the goods and chattels of the said deceased, specified in an Inventory thereof made and exhibited into the Registry of the Prerogative Court  
of

of Canterbury, amounting as by the same Inventory appeareth to the summe of \_\_\_\_\_ and petitions for allowance, as follows.

**I**mprimis, the said Accomptant desireth allowance of the several charges of the said deceased, as followeth, viz. &c. amounting one way and other, as this Accomptant hath them in particulars, to the summe of \_\_\_\_\_

Item, The said Accomptant desireth allowance of certain debts due by the deceased at his death, which this Accomptant hath since his death paid and discharged; that is to pay and discharge as followeth, viz. Imprimis, to, such a one \_\_\_\_\_

*The leading of an Inventory.*

**A** True Inventory of all & singular the goods, chattels and credits of R. S. Gentleman deceased, praised at L. the day of, &c. by I. T. &c. as followeth

Imprimis, his purse and apparel \_\_\_\_\_

Item, his books \_\_\_\_\_

Item, the annuity of A. B. \_\_\_\_\_

Item, the reversion of N. close \_\_\_\_\_

Summe \_\_\_\_\_

Item, one R. and E. \_\_\_\_\_

Debts \_\_\_\_\_

Item, debts owing him \_\_\_\_\_

Item, desperate debts \_\_\_\_\_

Summe \_\_\_\_\_

*An answer to a bill to be relieved against 8 l. per centum, for money left in the hands of a purchaser paid for after that rate.*

*The several answers of I. L. one of the Defendants to the bill of complaint of S. C. Esquire complainant.*

**T**He said Defendant, now and at all times hereafter, saving to himselfe all advantage and benefit of exception to the uncertainties and insufficiencies of the said complainants bill of complaint, for answer thereunto he saith, True it is, that in November, &c. he this Defendant together with his brothers, F. L. and W. L. did bargain and sell unto W. C. in the complainants bill named, and to his heires, the scite of the capital messuage or Farm of C. with the appurtenances in the County of O. in the bill mentioned, with other lands and promises, for which the said W. did covenant and agree to pay the summe of six thousand pounds, as in the complainants bill is mentioned; one thousand pounds whereof the said W. C. was by agreement to keep in his hands, being part of the purchase money for the benefit and behoof of B. L. widow, this defendants mother, and for the defendant F. L. this defendants brother, and to such person or persons, and to and for such use and uses as the said F. should nominate and appoint, to the intent that the said B. in consideration of the said one thousand pounds remaining in the hands of the said W. C. should receive fourscore pounds *per annum* in respect of her releasing of her joynture of and in the premisses, which was to be paid every half year unto the said B. for and during her natural life, in case the said F. L. lived who is survivor,

X

and

and after her decease the said fourscore pounds *per annum* to be paid to the said Defendant F. L. for and during his natural life, and to such women as he should take to wife, in case the said F. married and died before such a wife, for and during her natural life, for and in lieu of her joynture, with divers other covenants and conditions contained in an Indenture made the, &c. between the said B. L. and F. L. on the one part, and the said W. C. on the other part, to which this Defendant in all things referreth himselfe, as therein more at large the same doth and may appear. And amongst the rest it is covenanted and agreed between the parties to the said Indenture, that after the death of the said F. and of his said wife, if he did marry, then the said one thousand pounds to remain to the issue of their two bodies lawfully begotten; and if they have no issue then living, then the said one thousand pounds is to go according to the true intent and meaning of the said last recited Indenture: and if the other Defendant R. L. this Defendants second Brother should happen to die, surviving the said F. then the said one thousand pounds is to remain in the hands of the said F. for ever; and for the better securing of the payment of the said fourscore pounds *per annum*, and of the said one thousand pounds, the said W. C. in and by the said last recited Indenture, did grant bargain, sell, enfeoff and confirme unto the said B. this defendants mother, and to the said F. L. his heires and assignes for ever, all that piece or parcel of pasture-ground lying in C. aforesaid, commonly called or known by the name of, &c. then in the tenure or occupation of this Defendant, to which said Indenture this defendant referreth himselfe, as will more at large appear. And this Defendant saith, that the said W. C. well knowing that he was there-

thereunto bound by this agreement, during his life-time did justly and truly pay the said fourscore pounds *per annum* unto the said B this defendants mother, by half yearly payments during her life-time, who died about, &c. since, &c. and by and after the decease of the said F L this defendants brother, by the advice and council of the complainant himselfe, by this deed of assignment with a letter of Atturney bearing date the, &c. did for and in consideration of the summe of eight hundred and threescore pounds, part of the said purchase money which the said F L did agree to pay unto this Defendant, in respect this defendant joyned in the sale of the said Mannor, Lands and premisses, and did enter into a bond of fourescore pounds, for payment thereof, and of other moneys to this defendants brother accordingly, did grant and assign unto this defendant and his heires and assignes, the said fourscore pounds *per annum*, during the life of this defendants said brother F. as in and by the said deed of assignment (relation being thereunto had) at large the same doth and may appear. And this defendant saith, that after the said assignment so made unto this defendant, the said W C did by himselfe and his servant, and other on this behalf during all his life-time, pay the said fourscore pounds *per annum* to this defendant: and this defendant is perswaded, had not the said W C well known that the said fourscore pounds *per annum* was due to have been paid by him; that he would not have paid the same to this defendant. And this defendant saith, that after the death of the said W C, I C his son and heire, or some other on his behalf did pay the same unto this defendant, and this defendant believeth the complainant hath some conveyance of the said premisses from the said I C but for what consideration



this defendant knoweth not, and saith, that the complainant himselfe sithence the said purchase hath paid the same to this Defendant, and therefore this Defendant conceiveth that he is unjustly troubled touching the premiffes. And this defendant saith, that therefore (under favour,) this defendant conceiveth, that the said fourscore pounds *per annum*, and also the said one thousand pound, secured by part of the premiffes bargained and sold as aforesaid, it being so long before the statute made for reducing interest money from eight to six in the hundred, and the same fourscore pounds *per an.* being (as this Defendant conceives) due as parcel of the contract for the said lands assigned over to this Defendant for great and valuable considerations, the same shall not now be infringed, broken or repealed, for the causes in the bill mentioned, or for any causes whatsoever; the rather for that this Defendant and his brother, upon the considerations and conditions aforesaid did bargain & sell the said Mannors, lands, and premiffes at an under-value: Without that, that any other matter or thing in the said bill of complaint contained material or effectual in the Law, for this Defendant to make answer unto, and not herein before sufficiently answered unto, confessed and avoided, traversed or denied, is true in such manner and form as in the said bill is alleadged; and this Defendant prayeth to be dismissed out of this honourable Court, with his reasonable costs and charge in this behalf most wrongfully sustained.

*The beginning and conclusion of a bill in Chancery,  
To the right honourable the Lords Commissioners  
of the great Seal of England.*

**S** Heweth unto your Lordships, your Orator E. L.  
of the City N. in the County of W. Gen-  
tleman

deman, and M. his wife, whereas, &c. The conclusion. May it therefore please your good Lordships to grant to your said Orator ~~that he should be~~ directed unto the said W. C. thereby commanding him (or them and every of them) at a certain day, and under a certain pain therein to be limited, personally to appear before your Lordships in this high and honourable Court of Chancery, to answer the premises, and further to stand unto and abide such order, direction and award concerning the same as unto your Lordships shall seem meet, and your Orators shall dayly pray for the long continuance of your Lordships prosperous estate.

*A Lease of a Mill.*

**T**His Indenture made, &c. between Sir T. C. of, &c. Knight, and L. his wife, of the one part, and T. A. of, &c. of the other part, witnesseth, that the said Sir T. C. and L. for and in consideration of the rent and covenants hereafter in these presents expressed, and also for divers other reasonable considerations them thereunto moving, Have demised, granted, and unto farm-letten, and by these presents do for them, their, &c. demise, grant and to farm-let, unto the said T. A. all that their grist, Water-mill and Mills, being two grist mills under one Roefe, commonly called or known by the name S. Mill with the appurtenances, situate and being in the Parish of, &c. sometimes in the tenure or occupation of one E. D. and now or late in the tenure or occupation of N. C. or his assignes, and the ground and soile whereupon the said Mill and Mills do stand, containing by estimation one fourth part of an acre, be it more or lesse, and also all the scite of Mill, as well customary as conventionary of all the Tenants of that Mannor of D. in the

said County and all the toll and custome for grinding of all the Corn and Grain whatsoever, as well of all the tenants and Under-tenants of the said Mannor, now being or which hereafter at any time shall be, during the term by these presents demised, as of all the inhabitants now dwelling or abiding, or which hereafter shall dwell or abide within the said mannor of D. aforesaid, and also all toll, benefit and custome for grinding of Corn and Grain whatsoever, and also all and singular hed-wares, and Mill-ponds, and the soile whereof the said hed-wares and Mill-ponds do stand and are builded, and all hed-wares hereafter to be builded, and the soile and earth thereof, and all Mill-pooles, Mill-dams, Stanks, Banks, Ponds, Streams, Water, Water-courses, Rivers, Fishing, Fishing-places, Wayes, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments and Appurtenances whatsoever to the said Mill and other the premisses by these presents, demised and granted, or any of them, or to any part or parcel thereof incident, belonging or appertaining, or with the same now or at any time heretofore let, used, occupied, had, taken, reputed or enjoyed, To have and to hold the said Mill, and the ground and soile thereof, with the appurtenances, and the said scite or Mill of all the tenants of the said Mannor, and the said toll and custome of grinding of all Corn and Grain of the said Tenants and Inhabitants aforesaid, and all toll and custome of grinding of all Corn and Grain whatsoever, and the said Wares, Mill-dams, Mill-ponds, and the ground and soile thereof, Mill-pools, Stanks, Banks, Rivers, Streams, Wayes, Passages, Fishings, and all and singular other the premisses herein before mentioned or intended to be hereby demised and granted, and every part and parcel thereof, with the

the appurtenances unto the said T. A. his Executors, administrators and assignes, from the Feast day of, &c. last past before the date hereof, for and during, and unto the full end and term of, &c. from thence next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly during the said term, the yearly rent or summe of, &c. at two of the most usual Feasts or terms of payment in the year, that is to say, at the Feast, &c. by even and equal portions, the first payment thereof to begin and to be made at or on the Feast day of, &c. next ensuing the date hereof: and if it shall happen the said yearly rent of, &c. or any part thereof to be behind and unpaid by the space of 14. dayes next over or after any of the said Feasts or dayes of payment, wherein the same ought to be paid as aforesaid, being lawfully demanded, that then and from thenceforth and at all times afterwards it shall and may be lawful to and for the said T. C. and D. his wife, or either of them, their or either of their heires, executors, &c. into the said demised premisses, and every part and parcel thereof to re-enter, and the same to have again, detain and possesse, as in his, her or their first and former estate; and the said T. A. his, &c. thereout and from thence utterly to expel, put out and amove, these presents or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said T. A. for himselfe, his, &c. and for every of them doth covenant, promise and grant, to and with the said Sir T. C. and D. &c. by these presents in manner and form following: That is to say, that he the said T. A. his, &c. shall and will from time to time, during the said term of, &c. hereby granted, do and make his and their suit and service, for and in respect of the premises, to the Court and Courts of the said Sir T. C. and D. and their heires to be

kept and holden within the said Mannor of D. upon such reasonable warning as there is given or used, or else in default and neglect thereof, shall and will yearly during the said term, pay or cause to be paid unto the said Sir T. B. and D. and their heires, the sum of, &c. if it be demanded, and the said T. A. doth for himself, his, &c. further covenant, promise and grant, to and with the said Sir T. C. and D. that he the said T. A. his, &c. within the space of three years next ensuing the date thereof, shall and will at his and their own proper costs and charges, lay out, disburse and bestow upon, about and in repairing, bettering and amending the said Mill or Mills before hereby demised, where most need shall be required, the sum of, &c. and also that he the said T. A. his, &c. at his and their like proper costs and charges shall and will well and, &c. repair, amend, maintain, uphold and keep the said Mills to be repaired and amended as aforesaid, and all other the afore demised premisses with the appurtenances, in, by and with all and all manner of needful & necessary reparations & amendments whatsoever, when and as often as need shall require, during the said term, and the same Mills, and other the premisses with the appurtenances, so being well and sufficiently repaired, upholden and amended, in the end or other determinations of this present lease shall and will leave and yield up unto the said Sir T. C. and D. or one of them, their or one of their heires or assigns. And the said T. A. for him, his, &c. doth likewise covenant and grant to and with the said, &c. that he the said T. A. his, &c. shall and will well and truly pay, or cause to be paid to the said, &c. his &c. the said yearly rent of, &c. in manner and form as is before in these presents expressed, limited and declared. And the said Sir T. C. and D. do for them and their heirs and assigns, covenant and grant to & with the

the said T. A. his, &c. that in case any of the Tenants or inhabitants of the said Mannor of, &c. shall and do at any time, during the said term hereby granted, withdraw or surcease to do suit of Mill to the said Mill, or to bring and carry, or cause to be brought and carried their corn and grain whatsoever to the said Mill or Mills by these presents demised, there to have the same ground, or shall carry the same to any other place or places, to any Mill or Mills to be ground, then the Steward or Stewards of the said Mannor for the time being, shall and will upon all and every the presentment and presentments thereof, make, set and impose upon every such Tenant and Tenants and inhabitants, so withdrawing, and not doing his or their suit or suits of Mill to the said Mill or Mills, such lawful or reasonable Fine and Fines, Amerciament and Amerciaments from time to time, as in such case is lawful and usual, and the same fine, or amerciament so imposed, shall receive or leavy, and being so recited or levyed, pay and deliver the same or so much thereof as the said T. A. his, &c. shall be prejudiced or damnified by reason of such withdrawing, as aforesaid, unto the said T. A. his, &c. And lastly, the said Sir T. C. and D. for them, their, &c. do covenant, promise and grant to and with the said, &c. by these presents, that the said T. A. his, &c. and every of them, for and under the payment of the said yearly rent of, &c. above by these presents reserved in manner and form aforesaid, & performing, fulfilling and keeping, singular the covenants, grants articles, clauses and agreements before in these presents contained, which on his and their parts are and ought to be observed, performed, fulfilled and kept, shall and may lawfully, peaceably and quietly have, hold, occupy, possesse and enjoy all and singular the said demised premisses and every part and parcel

parcel thereof, with their and every of their appurtenances, without lawful let, suite, trouble, eviction, ejection, molestation or interruption whatsoever of them the said T. C. and D. or either of them, their or either of their Heirs or assignes, or any of them, or any other person or persons whatsoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reason of his, her, their or any either of their acts, titles, means, assent, consent or procurement. In witnesse, &c.

*A single Obligation from one to one.*

**K** Now all men by these presents that I A. B. of the Parish of D. in the County of E. Husbandman do stand and am firmly bounden and obliged to F. G. of H. in the County of E. Yeoman, in the summe of fifty and one pounds and ten shillings of good and lawful money of *England*, to be paid to the said F. G. or his true and lawful Attorneys, Executors or administrators; to the which payment well, faithfully and truly to be made, I do bind me, my heires, executors and administrators firmly by these presents. Sealed with my seal. Dated the fifth day of *October* in the year of our Lord God, one thousand six hundred fifty and one.

*An Obligation from two to one.*

**K** Now all men by these presents, that we A. B. of the Parish of C. in the County of E. Gentleman, and F. G. of the Parish of H. in the County aforesaid, Esquire, do stand and are firmly bounden and obliged unto Sir H. I. of the Parish of K. in the said County of E. Knight, in the summe of one hundred and three pounds of good and lawful money of *England*



*England* to be paid to the said Sir H. I. or his true and lawful Attorney, executors and administrators; to the which payment well and truly to be made, we bind our selves and either of us by himsele joyntly and severally for the whole, and in the whole, our and either of our heirs, executors and administrators, and every of them firmly by these presents Sealed with our Seals. Dated the tenth day of *September* in the year of our Lord God, one thousand six hundred fifty and one.

*An Obligation from three to one.*

**K** Now all men by these presents, that we A. B. of C. in the County of D. widow, E. F. of G. in the said County single woman, H. I. of G. aforesaid in the said County Mercer, do stand and are firmly bound and obliged unto K. L. Citizen and Merchant-Adventurer of *London*, in the summe of 400l. of good and lawful money of *England*, to be paid to the said K. L. or his true and lawful Attorney, executors and administrators; to the which payment well and truly to be made, we do bind us and every and either of us joyntly and severally, for and in the whole, our and every and either of our heires, executors, and administrators, and every of them firmly by these presents Sealed with our seals. Dated the fifteenth day of *October*, in the year of our Lord God, one thousand six hundred fifty and one.

*A Condition for replevying goods.*

**VV** Hereas the above named G. S. by vertue of his office, as Steward or Clerk of the Manor, &c. upon several complaints and allegations of the above bound T. H. hath granted forth several precepts

precepts for the replevying of divers and sundry of the goods and chattels, &c. detained by one, &c. Now therefore the Condition, &c. that if the said, &c. do with effect prosecute the action which he hath commenced, against the said, &c. concerning the said goods, and shall also make due return of the same, if return by law shall be adjudged, and him the said G.S. from time to time, and at all times hereafter, do and shall save, defend and keep harmlesse and indemnified, against all men concerning the said goods and chattels, and the several replevies therefore granted; That then, &c.

*Another Condition for replevying of cattel.*

**T**He Condition of this Obligation is such, that whereas W. H. Gentleman, hath impounded one Mare, two Colts, and two Naggs of the goods and cattels of I. P. Clerk at Helwels pound within the liberty of Week-reggs, and thereupon a Replevin is orderly granted to the Bayliff of the said liberty, for delivery of the said cattels unto the said I. P. if therefore the said I. P. do and shall follow the suit with effect against the said M. H. for the taking and with-holding of the said Mare, two Colts and two Naggs, and return the same, if the return thereof shall be so adjudged according to the Statute in that case made and provided, and also save and keep harmlesse the above named Sir W. H. Knight, High Sheriff, his Deputy, Deputies and other Officers of the same Court of the said Mannor, for touching and concerning the granting of the said Replevin of the said Mare, two Colts and two Naggs, and every thing else concerning the same without fraud; that then this Obligation to be void and of none effect, or else to remain in full force and vertue,

*A Condition to pay the moiety of the debt when it shall be received.*

**W**Hereas E. B. of, &c. by one obligation bearing date the, &c. (reciting the Bond) and whereas the moiety or one half part of the said summe of, &c. is due and payable unto the within named, &c. as money by him lent unto the said F. and whereas the said, &c. before the enscaling of the same recited Obligation, did consent and agree that the said Obligation should be made only in the name of the said T. L. and the said T. L. to give his Obligation to the said R. G. for the same moiety or half part of the said debt. Now if the said T. L. his, &c. or any of them, do well and truly pay unto the said R. his &c. the sum of, &c. at or in, &c. being the moiety of the said, &c. on the, &c. or with as much convenient speed as he the said T. his, &c. can or may, next after he or they or any of them, shall have received the said summe of, &c. in the condition of, &c. specified, with such interest as shall be due for the moiety thereof. And if the said summe of, &c. shall not be paid at one entire payment on the said, &c. according to the Condition of the said Obligation, then if the said, his, &c. do and shall well and truly pay unto the said, &c. his, &c. without any delay the moiety of such part thereof as he or they shall or may receive from time to time, &c. that then, &c.

*Articles of agreement intended, made, concluded and fully agreed upon the 10. day of, &c. Between E. M. of, &c. and R. A. of London Merchant, &c.*

**W**Hereas the said E. M. the day of the date hereof, hath freely given and delivered unto

to the said R. A. the summe of, &c. to the intent and purpose that he the said R. A. shall accept and take into his service to be employed in merchandizing affairs, W. M. sonne of her the said E. M. in consideration whereof, but more especially at her request, and of the affection that the said R. A. beareth to the said W. M. he the said R. A. is contented and agreed to accept and take the said W. M. to be his servant in Merchandizing affairs and other businesses, and accordingly to employ him therein, not only in *England*, but in the parts beyond the Seas, where the said R. A. now tradeth, or hereafter shall trade, and that for the term or space of seven yeares to be accompted from, &c. next ensuing the date of these presents, &c. and thereupon the said E. M. for her selfe, her Executors and Administrators, doth covenant and grant to and with the said R. A. his, &c. by these presents, that the aforesaid W. M. her Sonne, shall, during all the said terme (if he so long live) well, diligently and faithfully to the uttermost of his power and skill, serve him the said R. A. in the trade of merchandizing and other his affairs, at such place or places, either beyond the Seas, or on this side where the said R. A. shall design and appoint him, and without absenting himselfe out of his said service or imployment, or neglecting the same: and that he the said W. M. at all times hereafter, during the said term, shall from time to time, not only receive and take into his charge and custody all & every such goods and merchandizes whatsoever, as by or for the use or account of the said R. A. shall be consigned or sent to him the said W. M., but also sell, utter and dispose of the same goods or Merchandizes to the most profit he can for the said R. A. his, &c. and shall also from time to time and at all times, during the said term, follow and perform

from all and every such advice, directions, orders, and Commissions, as the said R. A. shall by letter of advice or otherwise give, send or make known to him the said W. M. in, about or concerning the factory or Merchandizing aforesaid, and also that he the said W. M. shall at the charges of the said R. A. his, &c. provide and keep, in due orderly manner, books of accompt touching his said employments in merchandizing as aforesaid, according to the custom of Merchants in such cases used, and shall deal justly, truly, plainly and faithfully to and with the said R. A. his, &c. in all and every his accompts, reckonings, bargains, buying, selling, doings and dealings in and about his said employment in merchandizing as aforesaid, and shall from time to time, once in every six monthes or oftner, transmit and send unto the said R. A. his, &c. true accompts and reckonings of all the businesses and dealings of the said W. M. in the premiffes, and shall also send letters of advice of the said R. A. so often as conveniently he may or can, of all matters and occurrences that shall necessarily arise concerning his service or employments, and shall also return and come to *England*, and bring all his books of accompts with him whensoever he shall be thereunto advised and required by the said R. A. his, &c. by letters missive or otherwise: and that the said W. M. shall from time to time upon every reasonable request, not only shew forth all his books of accompts concerning all his doings and dealings as aforesaid, and make and give unto the said R. A. his, &c. a just, true, plain and perfect accompt and reckoning in writing, of, for and concerning all and every such goods, wares, money, debts and Merchandizes whatsoever, as well of the said R. A. for his own proper use, or jointly with any others, which shall

shall hereafter come to the hands, charge or factory of him the said W. M. or for which he the said W. M. may or ought to be accomptable unto the said R. A. his, &c. And moreover, that he the said W. M. shall within, &c. next after the making and giving up every such a compt as aforesaid, well and truly satisfie, pay and deliver unto the said R. A. his, &c. all and every such goods, wares, moneys, debts, merchandizes, specialties and other things whatsoever as by or upon the foot of the same accompt shall appear, or be found to be due coming or belonging to him the said R. A. his, &c. by or from the said W. M. in any manner of wise.

Item, the said E. M. for her self, her, &c. doth covenant, promise and agree, to and with the said R. A. his, &c. by these presents, that she the said E. M. her, &c. at her and their own proper costs and charges shall and will find, provide and allow unto and for her said son decent and fitting linnen, woollen and all other apparel of all sorts fitting for him in his service and imployment, during the said term. Item, the said R. A. doth covenant, &c. to finde and provide unto the said, &c. competent and fitting meat, drink, washing and lodging and all other necessities (apparel only excepted) during all the said term. In witnesse, &c.

Bonds must be entred into, for performance of the Articles aforesaid.

**FINIS.**

